

**THE  
CARLTON TOWER  
CONDOMINIUM ASSOC.  
RULES & REGULATIONS**

**REVISED MAY 23rd, 2018**  
BY THE BOARD OF DIRECTORS AT THE NOTICED MONTHLY MEETING.

**THIS DOCUMENT CONTAINS 34 PAGES**

**PREFACE:**

The following Sections of Rules and Regulations are revised on a routine basis, as necessary, in order to keep up with changes in daily living as it relates to the Carlton Tower.

The goals of these Rules and Regulations are to help maintain order, privacy and security for all owners, tenants, families, and visitors. Everyone has an obligation to observe these rules.

In light of the above, it is the responsibility of Management and of the Board of Directors to enforce these rules and to notify residents who are in violation. Depending on policies in place with condominium documents and rules, repeated and/or noncompliant offenders may risk fines or legal action if they do not comply.

A serious attempt was made by the authors of these Rules to mirror or comply with the intent of The Carlton Tower Declaration of Condominium and its Articles; in any instance where one of these Rules is in conflict with The Carlton Tower Documents, the Documents will supersede these rules.

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## SECTION I

## DEFINITIONS

1. COMMON AREA: Any area or room on the premises of the Carlton Tower Condominium Association under the control of the Association, both in doors and out. Including but not limited to lobby, laundry room, halls, elevators, Community room, Fitness Center, Pool, Patio, Parking areas both inside and out and any green space on the Association Property.
2. PREMISES: Any area of Carlton Tower Condominium Association, including but not limited to, all common areas, owner's units, bin areas, owners assigned parking spaces, Manager's office and all such areas bordered by public property or property of others.
3. RECEPTION / CONCIERGE DESK: The lobby desk that is staffed by any Association Employee or contracted security personnel.
4. RESIDENT: Any owner, Board approved tenant, domestic partner, roommate, or immediate family member who resides in a unit in the Association.
5. IMMEDIATE FAMILY; Mother, father and children.
6. VISITOR / RESIDENT: Any visitor who it is determined by either signing in, use of assigned Key FOB, use of visitor parking or others means has attended or stayed overnight on an ongoing basis for sixteen (16) days or more in any month or thirty-one (31) day period.
7. VISITOR: Any person, or persons, who enter the premises for the purpose of meeting or attending an owner or legal tenant or to conduct business with the Association.
8. UNIT: An individual condominium of any size or location in the building.
9. LOUD ACTIVITY: Sound from activity distinguishable over normal Television sound set at mid range inside a unit with all windows and doors closed.
10. CONTRACTOR: Any worker, tradesman or laborer, who enters the premises for the purpose of performing any additions, alterations, painting or repairs to any individual unit or for the Association.
11. RESIDENCE CHECKER / HOUSEKEEPER: (1) any person who attends an individual unit to check on its condition in the absence of the owner or tenant. (2) A person who performs housekeeping functions.
12. OVERNIGHT PARKING: Parking of a vehicle on Association property between the hours of 2:00am and 5:00am Sunday thru Saturday.

## SECTION II

## ALTERATIONS AND RENOVATIONS

1. No unit owner shall, without first notifying the Manager in writing of any proposed material alterations, renovations, or modifications—i.e., moving walls, doorways, electrical or plumbing to their unit. All Necessary permits shall be obtained prior to commencing of work.
2. Work shall be preformed either by a licensed contractor or owner if such owner is allowed by the City of Ft Lauderdale Dept. of Buildings and Sustainable Development to perform such work. Work shall be limited to the hours of 8:30 am and 4:30pm Monday thru Friday only, excluding Saturdays, Sundays and Holidays. No contractor may enter, or be on Association property prior to 8:00am. All contractors and vehicles shall be off Association property by 5:00pm.
3. No work shall be performed either by a licensed contractor or owner between 5:00pm December 19<sup>th</sup> and shall not commence until the Monday following January 1<sup>st</sup>.
4. No work shall be performed on 4<sup>th</sup> of July, Memorial Day, Labor Day, Thanksgiving Day. Day after Thanksgiving.
5. Emergency work may be preformed during these days with the consent of the manager. THE MANAGER SHALL HAVE THE SOLE DISCRETION TO DETERMINE WHAT CONSTITUTES AN EMERGENCY.
6. All contractors must complete and sign the Contractor registration form and fully comply with all such requirements, obtain all necessary permits and insurance before commencing any work.
7. All contractors entering the association property must provide an insurance certificate indemnifying the Association of all risks resulting from any actions, negligent acts or failure to act by the contractor or any sub-contractors.
8. Insurance coverage shall be no less than Five Hundred Thousand Dollars. (500,000.00)
9. Contractors performing routine service and repairs may complete a Contractor Service Registration and advise the Association of each service or repair visit.
10. All License and Insurance certificates must be kept current.
11. Desk attendants, concierge or security personnel shall not give access to any contractors during non-work hours except in time of emergency and management shall be advised of such emergency.
12. No contractor shall be allowed to bring any construction or other repair material into the building until the contractor is registered with management giving:
  - a. (a) Scope of work to be performed.

- (b) Necessary permits and licenses.
- (c) Signed acknowledgement of debris disposal and cleanup policy.

## 12. KITCHEN EXIT DOOR MODIFICATION

**The owner of the unit may at their full cost and expense and in a code compliant manner approved by the City of Ft Lauderdale Dept of Buildings and Sustainable Development and all required permits being obtained do one of the following:**

- 1- Remove the entire door and frame and finish the wall on both the common hall area side and the unit interior side in a code compliant manner.
- 2- Pay all expenses incurred by the Association in repainting the hallway wall with Association color compliant paint and any, and all other expenses incurred by the Association.

### **OR**

In a manner approved and permits issued by the City of Ft Lauderdale Dept. of Buildings and Sustainable Development the Association agrees to allow:

1- (a) Cover the existing interior unit door in a code compliant manner fully finish the wall to the extent any, or all, of the door is no longer visible or accessible from the interior of the unit.

(a) ii. Covering the door opening on the interior side with cabinetry or appliances of any type does not qualify as a covering and is a violation of building codes.

(b) Full cover the Common Hall side of the door from floor to ceiling in a code compliant manner as not to indicate the presence of a door or unit opening.

(c) All common hall side design and work shall be of the type and manner as approved by the Association Engineers or Architects.

(d) Pay all expenses incurred by the Association in repainting the wall with Association color compliant paint, and any, and all other expenses incurred by the Association.

2- Before work of any type is commenced,

(a) A signed by unit owner request must be given in writing to the Association Manager on the Association's "Request for Review and Approval of Architectural Modification" form.

(b) The unit owner shall obtain at its full cost and expense all necessary licensed and stamped architectural plans, building permits as required by the City of Ft Lauderdale Department of Sustainable Development.

(c) Pay all required Association Architect fees.

(d) The Association Manager will require all documentation including but not limited to insurance certificates, building permits, contractor registration forms filed before work may commence.

## **SECTION III    BALCONIES, ENTRANCE DOORS & WINDOWS.**

### **1. BALCONY DECORATION**

No ornaments, lights, decorations, banners, flags, signs or any other device or material may be attached or displayed on balcony railings for any reason except:

During the period of December 15<sup>th</sup> thru January 5<sup>th</sup> of the following year appropriate seasonal lighting and decoration may be displayed.

During the period of July 2<sup>nd</sup> thru July 5<sup>th</sup> our National "Stars & Stripes Flag" or appropriate Red, White & Blue lighting or bunting may be displayed in celebration of Independence Day.

On a National Holiday decorations appropriate to that holiday are allowed for that day.

During the Halloween period of October 26<sup>th</sup> thru November 2<sup>nd</sup> appropriate lighting and decorations may be displayed.

2. **ENCLOSURES.** Awnings, screening, umbrellas or enclosures of any type are not allowed on or over the balconies. Mesh or screening must be of white or clear color, should only be on the inside of the balcony railing and is only allowed for the purpose of safety and privacy on the balcony.
3. **MISC. ITEMS;** Decorative flower pots flower boxes, or any similar items suspended on window ledges, outside windows, balcony railings, doors, or in hallways, are not permitted. **RUGS AND MATS** are not permitted outside unit doors. Holiday or seasonal wreaths/decorations are allowed on unit doors. The only year round items allowed on unit doors are religious items.
4. **PLANTERS AND POTS:** Waterproof containers must be used for all plants on balconies. These items must be removed on direction of Management when weather or other condition involving the safety and security of the building or others occurs.
5. **ANTENNAS:** TV/RADIO and SATELLITE ANTENNAS ARE NOT ALLOWED OUTSIDE OF THE UNIT.
6. **SATELLITE DISHES:** Any owner installing a satellite dish on their balcony (limited common element) must sign an acceptance of total and complete release, insurance indemnification and hold harmless of the Association, prior to any such device being placed or otherwise installed. The dish "May Not" extend beyond or above the top of the balcony railing when installed. The dish "Must" stand on the balcony floor, and must not be attached to the building, balcony floor or railing. No holes may be drilled in the balcony or building for attachment.
7. **REFUSE:** It is not permitted to shake rugs, mats, tablecloths, or throw or sweep anything (including cigar or cigarette butts) from the balcony.



8. **COOKING:** Cooking of any kind is not allowed on balconies, whether by open flame or electric grill. Storage of cooking grills or any item other than patio furniture or planters is prohibited on balconies.
9. **CARPETING:** Astroturf or carpeting is prohibited on balconies.
10. **BICYCLES:** Storage of bicycles on balconies is prohibited.
11. **RAILINGS.** It is not permitted to hang or drape anything on or over balconies, with the exception of the American Flag or appropriate holiday decorations. This includes bathing suits, towels, clothes, or other objects.
12. **ELECTRICAL.** No permanent electrical fixtures of any type may be installed on the balcony.

## **SECTION IV                      BUILDING ACCESS AND REGISTRATION**

### **BUILDING ACCESS:**

1. All building access through locked doors shall be via electronic key FOB.
2. No mechanical keys shall be issued to anyone except building personnel at the discretion of management.
3. All Visitors and Contractors, as well as their employees must register at the front desk and be announced to the resident before being allowed in any area of the building.
4. If the owner or tenant is not present such Visitor or Contractor shall be denied access.
5. If an owner wishes to allow a Contractor access to their individual unit when the owner is not present, this must be done with prior notification to management.
6. Desk attendants, concierge or security personnel shall not give access to any contractors during non-work hours except in time of emergency and management shall be advised of such emergency.

### **NB;**

Key FOB access. Owners and tenants must carry key FOB'S to get in and out of the building. Front desk concierge officers may not be available to open the door for them.

## **FOB RULES:**

1. At no time may an owner or tenant lend, or provide a FOB to anyone whomsoever including Contractors for any reason without express permission of management.

2a. If the attendant at the front desk sees anyone that is not recognized as an owner or tenant entering the building by means of a FOB, he shall request the name of the FOB holder and who provided the FOB.

2b. Any person other than an owner, tenant or any person previously authorized by the owner or tenant after such authorization notice has been given to management who possesses or uses a FOB without prior approval of management shall be considered an unauthorized user and management shall be immediately notified of such circumstance.

2c. Security shall make such determination if intruder is a risk to the safety of the building or its residents. If such determination is made, Police shall be called.

2d. That FOB shall be immediately taken out of the system and shall not be reactivated until:

1. The person the FOB was assigned to giving the reason the FOB was given to the unauthorized user.
2. If the owner or tenant wishes the FOB reactivated, such request must be made in writing.
3. A reprogram fee of \$50 is paid in advance,
4. Fining committee is advised of such violation.

## **CONTRACTORS FOB:**

Management at its discretion may assign a temporary FOB to a contractor.

## **SECTION V**

## **BULLETEN BOARD**

1. ADS: The Bulletin Board will be used only for standardized 3in. X 5in. cards which will be dated on back and left up for no more than 15 days. At the end of the 15 days, the card will be removed. If the card is wished to be placed again, it will be done if space is available. Any cards or advertisements not conforming to the 3in X 5in. format will be removed.

2. Business cards. Business cards are allowed on designated area of bulletin board for three-month periods of time. The back of card must be dated, so that it can be removed when time has expired. It may be replaced as space allows

## **SECTION VI**

## **COMMON AREA USE**

1. **Parties.** Private parties or gatherings in any common area with the exception of the Community. Please see: SECTION XVII COMMUNITY ROOM / PATIO / GRILLS.

2. **Smoking.** PLEASE SEE: SECTION XX: QUALITY OF LIFE
3. **AT NO TIME MAY ANY COMMON AREA INCLUDING THE COMMUNITY ROOM, LOBBY AREA, POOL AND PATIO DECK BE USED FOR ANY MEETINGS, CONDUCTING OF BUSINESS, TRAINING OR OTHER COMMERCIAL ENTERPRISE.**

## **SECTION VII RECEPTION / CONCIERGE DESK**

1. **Front Desk Concierge-duties.** The FRONT DESK CONCIERGE has special assigned duties, and should not be placed in the position of providing any personal errands to owners, tenants or visitors during their work hours.
2. **2. Compliance. Please be respectful of the Front Desk Concierges and comply with their requests. They are instructed, from time to time, to obtain information from both residents and visitors, to ensure security, and to effectively carry out their duties. All front desk officers have a copy of the Rules and Regulations and are familiar with all of them— part of their duties are to ensure rules are followed, so as to assist with the security and privacy of all residents and visitors.**
3. **3.Visitors.** Residents are encouraged to call the front desk to inform them of expected visitors, especially between the hours of 8pm-6am. If an owner does not call the front desk to announce they are expecting a visitor, please do not be offended if the front desk concierge calls you to verify your acceptance of that visitor, or refuses that party access to your unit. This is part of their job description.
4. **Funds.** Funds left at the lobby desk for pickup by others, must be in the form of check or money order made payable to the receiving party. **No cash is acceptable under any conditions.** The leaving of checks or money orders should be directed to the manager if possible. It will then be turned over to the Lobby Desk for actual pick up.
5. **PACKAGE DELIVERY POLICY**

Part of the Carlton Tower owner services, provides for the Reception desk to receive and sign for UPS, FedEx, DHL, Amazon and other private delivery services packages. Under the following conditions:

1. The package is signed for and logged in by the receptionist.
2. The package weight cannot exceed 35 pounds and cannot be in excess of 36"X22"X22".
3. The reception desk calls the addressee on the phone number provided to the Association. If there is no answer, a voice mail message is left and a notice is placed on the individual's postal box.

4. No further action is taken until the resident requests the item at the reception desk.
5. Packages are then secured in our package delivery room.
6. **If you do not wish for packages addressed to you to be signed for, the manager must be notified in writing or via email.**
7. Selective deliveries are not allowed.

## **U.S. POSTAL MAIL OR SIGNED RECEIPT POLICY**

Under postal regulation a signature required item such as Registered, Certified, Insured or Express mail is the legal responsibility of the person signing for it. It is against Postal regulations for any person to sign for any Federal Postal item without the express permission of the addressee.

**If an owner, resident or tenant wishes the reception desk to sign for such items please sign a waiver form available from the Manager.**

After signing such form, **all** US Postal signature items will be accepted and signed for.

### **MEDICAL DELIVERIES**

1. If a resident is expecting an emergency medical delivery package and is unable to come to the front desk to accept the item, the resident must advise the concierge or manager in advance so arrangements can be made to have the item delivered to the unit. If the item is

**NB.**

**THE CARLTON TOWER CONDOMINIUM ASSOCIATION, INC. ACCEPTS NO RESPONSIBILITY FOR THE LOSS OR THEFT OF ANY PACKAGE, U.S POSTAL MAIL ITEM RECEIVED OR SIGNED FOR, OR CHECK OR MONEY ORDERS LEFT, NOR ANY RESPONSIBILITY FOR THE TERMS BY WHICH THEY ARE LEFT FOR THE RECEIVING PARTY. SUCH RESPONSIBILITY IS SOLELY THAT OF THE OWNERS, RESIDENTS, OR VISITORS WHO REQUEST SUCH COURTESY.**

## **SECTION VIII                      DAMAGE TO ASSOCIATION PROPERTY**

**DAMAGE.** Owners will be responsible for all damage done to the common areas, including damage done by their tenants, visitors, visitors of tenants, and their own children, and the children of tenants, visitors and visitors of tenants.

## **SECTION IX                      ELEVATORS**

1. **Smoking.** No smoking on the elevators. This is a criminal misdemeanor FS.823.12
2. **Hold button.** Passenger elevators are not to be put on hold except in an emergency. Freight elevators are not to be put on hold any longer than

necessary for loading or unloading.

3. **Large items.** Large boxes, grocery carts, bicycles, large toys, wagons, rafts, inner tubes, beach furniture, laundry and other large items do not go on the passenger elevators. They must go on the freight elevator, assuming the freight elevator is available.
4. **Shopping carts/dollies.** Do not leave shopping carts or moving dollies in the hallways or elevators. Return them to the first floor pump room
5. **Litter/spills. Do not leave any litter or other items on the elevators.**
6. **Please report trash and spills immediately to the Front Desk Concierge in the lobby, whose job it is to insure a quick clean up, either by them self, or by housekeeping, if available.**

## SECTION X

## EMERGENCY ACCESS TO UNITS

Per Florida Statute 718.111 (5) (a) **RIGHT OF ACCESS TO UNITS.**

**(a) The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit.**

1. Under Florida Statute 718.111 (5) (a) The Association has the **right and requires** all unit **Owners and Lessees to deposit a key to their unit with management and key must be kept current at all times for use in case of access at the sole determination of the Association Management.**
2. These keys are kept secured under separate lock and key, in a secure cabinet accessible only to the Association Manager. If there is no key left, and an emergency arises, the door may be broken in, and the owner will be liable for costs of door repair and/or for other damage to the common areas or to other units, caused by failure to comply.
3. **Under Florida Statute 718.111 (5) (B) (3) Any expense incurred by an Association pursuant to this paragraph is chargeable to the unit owner and enforceable as an assessment pursuant to s. 718.116, and the association may use its lien authority provided by s. 718.116 to enforce collection of the expense.**
4. The Concierge Desk and Association Board members do not have access to keys.
5. The keys retained by the Association may not be lent to a unit owner, lessee, visitor, contractor or others for any reason whatsoever.
6. It is the unit owner's sole responsibility to keep spare keys with others or in a secure lock box in their A.C. room for access in the event of a lost key or lockout.
7. It is the responsibility of the owner keep keys current to ensure a key is available, and to immediately provide the manager with a new key if locks are changed.
8. If the Association retained key is employed to enter a unit it will be done as follows.
  - a. (a) The person entering shall be the Building Manager or in the Managers absence a Board Member accompanied by any necessary Association

- Employee, Contractor, other Board Member.
- b. (b) At no time shall a unit be entered solely by one person.
  - c. At no time will the entered unit be left with only one person present.
  - d. A written notice shall be left in the unit describing who entered the unit and the purpose of entry.
  - e. If an email address is on file with the association and email will also be sent.
9. All units for sale in the building must be on lock boxes if they are to be shown by a realtor.
  10. **NOTE WELL: KEYS ARE NOT AVAILABLE TO GIVE ENTRY TO POLICE AND FIRE RESCUE RESPONDING TO AN EMERGENCY OR 911 CALL.**
  11. **IT IS STRONGLY RECOMMENDED ALL UNIT OWNERS INSTALL A CITY OF FT LAUDERDALE APPROVED "KNOX BOX" WHICH YOU WOULD DEPOSIT YOUR KEY. THIS BOX IS LOCKED AND ACCESSABLE ONLY BY A KEY HELD BY RESPONDING CITY OF FT LAUDERDALE EMERGENCY SERVICES PERSONNEL.**

## **SECTION XI**

## **FITNESS CENTER**

1. A COPY OF THE FOLLOWING RULES SHALL ALSO POSTED IN THE FITNESS CENTER.
2. USE. The fitness center is for the use of owners, tenants and their visitors only.
3. VISITORS. Only two visitors are allowed, per unit, in the fitness center at any time.
4. CHILDREN. Children under 12 are not allowed in the fitness center unless accompanied by a parent or legal guardian.
5. LIABILITY. Please realize that resuscitation equipment and medical personnel are not immediately available, and all persons using the fitness center exercise at their own risk. The Carlton Tower Condominium Association, its Board of Directors, management or employees, are not responsible for any injury or death to any person using the fitness center.
6. INJURIES AND EMERGENCIES. Please report any injury or emergency immediately to the front desk officer on duty, or to the manager.
7. EQUIPMENT TIME LIMITS. If others are waiting to use a treadmill, Stairmaster, bicycle, or other aerobic equipment, you must limit your time on that equipment to a maximum of thirty (30) minutes.
8. CONSIDERATION OF OTHERS. Fitness center users must wipe off sweat from machines after each use.
9. REPLACE WEIGHTS. Room must be left in clean order with all free weights back on rack after use.

10. Dropping of weights on the floor is not allowed as this action causes its noise to travel throughout the building.

## **SECTION XII**

## **VISITOR POLICY**

1. A visitor is defined as a person staying in a condominium unit as a result of an extension of hospitality and who pays no consideration, in cash or otherwise, for the privilege of staying in the unit.
2. All visitors must register with the front desk or management before being admitted into the building.
3. The maximum amount of time for a visitor visit is Sixteen (16) days in any one month or in any thirty-one (31) day period.
4. Visitors who wish to exceed the sixteen (16) day limit shall be considered a resident and must apply for permanent residency, pay the established application fee, and be subject to Board approval.

### **PLEASE SEE SECTION XXIII “VISITOR DETERMINATION”**

5. All visitors who avail themselves of visitor parking must immediately upon entering the building register their vehicle at the concierge desk and obtain a visitor parking pass which must be displayed on the vehicle dash drivers side.
6. No visitor will be allowed to enter beyond the lobby when the unit resident is not present unless prior arrangements have been made with management.
7. No individual visitor or individual vehicle of a visitor of a tenant may utilize overnight parking more that fifteen (15) times in a ninety (90) day period. Overnight parking as defined in Section I Sub:12 of Rules and regulations Definitions.

The Carlton Tower Board recognizes and celebrates diversity in its residents, many of whom are multi-residential and are citizens of countries and states where the legal definition of marriage and family is different from that of Florida. The Carlton Tower reserves the right to request, review and honor legal documentation of family and marital status in other jurisdictions in implementing its Visitor Policy and its Application for Residency Policy.

## **SECTION XIII**

## **MAINTENANCE & ASSESSMENT FEE'S**

1. **1. DUE DATE.** All Maintenance and Assessment fees are due on the first of each month.
2. **LATE PAYMENTS.** It shall be the responsibility of Owners to have all Maintenance, Special Assessment and Emergency Special Assessment payments due to be received in the office of the Association on the First business day of each month.

Payments note received in a timely manner shall result in the following late payment penalties as follows.

### **LATE PAYMENTS IN A CALENDAR YEAR.**

1 <sup>st</sup> Late Payment	NO FEE.
2 <sup>nd</sup> Late Payment	\$25.00
3 <sup>rd</sup> Late Payment	\$50.00

4<sup>th</sup> Late Payment and all subsequent late Payments. \$100.00

Interest shall also accrue at the rate of 1.55 per month. (18% per Annum)

Failure to make payment of late fee penalties by the first day of the next calendar month shall result in the delinquent late payment fee deducted from any maintenance, Assessment or Emergency Special Assessment payments received prior to posting against Maintenance, Special Assessment and Emergency Special Assessment fees due as allowed by Florida statute.

**WAIVER OF LATE PAYMENT FEES.**

Late payment fees may only be waived by vote of the Board of Directors after owner submits such request in writing.

3. 3. LEGAL FEES. All Maintenance and Assessment fees 30 days past due will be referred to the Association lawyer and the owner will be responsible for all legal fees.
4. 4. ADVANCE PAYMENTS. If legal action is taken, demand will be made for balance of Maintenance and Assessment fees to be paid in advance for balance of year.
5. 5. NSF CHECK FEE. NSF checks (checks returned for non-sufficient funds) will incur a \$25 NSF fee per occurrence. More than 2 NSF checks received in any 12-month period will require all future Maintenance and Assessment fees to be paid by cashier's check or money order.
6. As of May 24<sup>th</sup>, 2018, No Cash Currency will be accepted in any amount for payment of any financial obligations due the Association. All payments must be in the form of Check or Wire transfer.
7. As of August 1<sup>st</sup>, 2018 all Checks must be drawn on, and payable on a U.S. Bank with a U.S. Bank Routing Number. No checks or Bank Drafts payable in U.S. Dollars drawn on Foreign Banks will be accepted.

**ACCOUNT COLLECTION POLICY**

**1<sup>st</sup>** of the month – Maintenance or Assessments fees due, with a 10-day grace period.

**11<sup>th</sup>** of the month – Maintenance, Assessment or Emergency Special Assessment late fees applied; Reminder letter sent from Association office adding an \$25.00 Administrative Fee and prorated interest charge at rate of 18 % per year

**30** days past due – File sent to attorneys for collection and initiation of statutory demand letter collecting all administrative fees and interest as well as attorney legal fees

**60** days past due – Lien filed and all assessments for the remainder of the calendar year escalated.

**90** days past due – Foreclosure to be commenced and filed.



- **Owners** that are delinquent in their Maintenance or Assessments, wishing to rent their condominium, may do so upon approval by the Board of Directors, per Association documents. However, pursuant to Florida Statute 718.116(11) effective July 1, 2010:

“If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation to the association, the association may make a written demand that the tenant pay all future monetary obligations related to the parcel to the association. In such event, the tenant must make such payments until the association releases the tenant from such obligation or the tenant discontinues tenancy of such parcel...A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the parcel owner.”

- **If a tenant has paid any rent in advance, such payment shall not release the tenant from the obligation to pay all rents due the Association moving forward. It shall then be the tenant’s sole obligation to recover from the unit owner.**

- The Association may issue notices under Section 83.56, Florida Statutes and may sue for eviction under Sections 83.59-83.625, Florida Statutes as if the Association were the landlord under Part II of Chapter 82, Florida Statutes if the tenant fails to pay a required payment to the association.”

- In the event an owner is faced with foreclosure and assessments are owed to the Association, the Association will continue to pursue collection of all outstanding monies. Maintenance assessments will be considered **personal debt**, and collection will continue even after the foreclosure is completed. Therefore, it is in the best interest of the homeowner to remain current with maintenance payments, even before the mortgage.

## SECTION XIV

## MOVING IN AND OUT

1. Moving is only allowed between 8am and 4:30pm, Monday through Friday, and 9am – 1pm Saturday, and must be arranged for with the management office.
2. A deposit of \$250 is due at the time of reservation. To move during other hours, you must get permission from management.

## **SECTION XV**

## **OCCUPANCY RESTRICTIONS**

**1. NUMBER OF RESIDENTS.** The maximum allowable number of persons residing in a unit is: Apartment Type Maximum # of persons

- "H" Units 2 Persons
- "D" Units 2 persons
- "E" Units 2 Persons
- "A", "B", "C", "F", and "G" Units 4 persons

**2. UNIT USE.** Use of all units is for residential purposes only. No unit, owned or leased, may be used to conduct any trade or business that would require the license or certification from any municipal county, state or federal or licensing authority. (Use of a unit 's mailing address on business cards is acceptable.)

The Board of Directors upon discovery of a violation of this rule shall take immediately notify the unit owner by U.S. Postal Certified mail of such violation. The unit owner shall have ten (10) days to cure. Failing to cure the Board of Directors shall take all necessary action as necessary to correct such violation.

## **SECTION XVI**

## **PARKING**

### **1. PARKING.**

1. No vehicle when parked on Carlton Tower Association property including designated parking spaces may interfere with free and safe flow and movement of other vehicles or resident's or interfere with building safety.
2. All vehicles must be parked entirely within the unit's designated parking space.
3. No vehicle may be parked in any common area of the Association at any time.
4. No owner's or tenant's vehicle either leased, owned, rented or lent by others may be parked in any area other than the unit's designated parking space or in the space of another unit with that owner's permission.
5. When a vehicle of an owner or tenant is parked in another unit's designated space with the permission of the owner, the owner of that vehicle must register such with management as being in that space.
6. No owner or tenant of the Association may lend or rent their designated parking space to anyone who is not an owner or tenant of the Association.
7. Spaces may be traded, borrowed or rented between owners and registered tenants. When such an arrangement is made the Management must be advised in writing.

### **2. REGISTRATION OF ALL VEHICLES.**

1. All residents, either owners or tenants must register their vehicle(s) make, model, color and tag number, and obtain a decal for display in the designated location in the registered car
2. If an owner has a second car, that car must also be registered and must also obtain a decal for display.

**NB.  
ANY VEHICLE WITHOUT APPROPRIATE IDENTIFICATION, OR  
PARKED IN AN INCORRECT PARKING SPOT, WILL BE  
SUBJECT TO TOWING AT THE OWNER 'S EXPENSE.**

**3. LARGE VANS AND TRUCKS:**

1. No large trucks or vans are allowed to park in spaces on north side of building (front) due to restricted vision created and resulting hazard to traffic flow, as well as access to emergency vehicles.
2. Large vehicles will be those, which extend beyond dividing lines when pulled all the way up to front curb.

**4. COMMERCIAL VEHICLES.**

1. DEFINITION: A commercial vehicle, defined as —any truck of any kind WITH uncovered beds displaying tools, equipment, garbage or other material, or any vehicle displaying any attachment of any rack, framework, or device used to carry tools and/or equipment for use in any business or commercial activity, or, any vehicle with display of letters of identification advertising any business.
2. Such vehicle “IS NOT” allowed to park anywhere on Association property, at any time other than in contractor parking to perform services in the building.

**5. OTHER.** Boats, trailers, motor homes, recreational vehicles (RV) and campers “ARE NOT” allowed anywhere on Association property.

**6. PARKING SPACE USE LIMITATION**

Designated parking spaces may only be used for parking motor vehicles or bicycles. As such, no shopping cart or any other property may be parked or stored in a parking space for any reason.

Management shall advise the owner of the designated parking space of any violation. Such owner shall have 5 days to cure such violation. Management shall remove and dispose of any violation if the owner has failed to cure after such notification.

**7. MOTORCYCLE MOTOR SCOOTER & MOTORBIKE PARKING.**

Motorcycles, Motor Bikes, Motor Scooters and Bicycles are classified by the State of Florida as vehicles and as such may only be parked in the unit’s designated parking space.

No such vehicle may be parking in any common area.

## **8. PARKING SPACES UNDER ASSOCIATION CONTROL**

1. The BOD may assign these spaces to visitor parking, contractor or employee parking.
2. No parking space under such control may at any time be assigned to an owner or tenant.
3. As with any space under the control of the Association, these spaces may be assigned to owners or tenants on a temporary or emergency basis at the discretion of management.

## **8. VISITOR PARKING**

1. Board of Directors assigned visitor parking space or spaces.
2. No owner or tenant may at any time or any reason park in these spaces.
3. The Building Manager may from time to time at his discretion on a temporary basis and for a specified time assign visitor parking spaces to owners or renters, as the manager deems necessary for the good of the Association.
4. Visitor parking shall be on a first come, first serve basis. Visitor parking spaces may not be reserved.

## **9. VISITOR PARKING RULES:**

1. Visitor must register their vehicle in the visitor vehicle logbook located at the lobby concierge-security desk.
2. This log shall require visitors name, unit to be visited, vehicle make, color, model and registration plate number and time of arrival as well as any further information management may require for the safety and security of the Association and its residents.
3. The visitor must obtain a daily valid parking permit at the time of registration and place such permit on the vehicle dash driver side in a manner clearly visible from the exterior of the vehicle.
4. It shall be the visitor responsibility to obtain a valid daily parking permit on each day vehicle is parked in visitor parking.
5. All visitor parking permits must be obtained by the visitor. Parking permits may not be obtained by the unit owner. This is to insure the visitor is not using visitor parking for other purposes.
6. If the Concierge Security desk is temporarily unattended, that shall not constitute a waiver of registration and obtaining a permit.
7. No VISITOR may occupy a visitor parking space when the owner / tenant is not in residence.
8. No individual visitor or individual vehicle of a visitor of a tenant may utilize overnight parking more that fifteen (15) times in a ninety (90) day period. Overnight parking as defined in Section I Sub:12 of Rules and regulations Definitions.

## **10. EMPLOYEE PARKING**

1. No owner, tenant or visitor may park in such designated spaces.

## **11. CONTRACTOR PARKING**

1. No one except registered contractors may park in such designated spaces during designated hours set by management.
2. During hours not designated as contractor parking hours such spaces shall be employed as visitor parking.
3. Contractors shall register their vehicles in the contractor sign in register.
4. Contractor parking may not be used for visitor overflow parking between the hours of 7:30am and 6:pm Monday thru Friday.

## **13. RENTER PARKING RESTRICTIONS:**

1. On any lease where the tenant owns a vehicle, in accordance with Carlton Tower documents, the owner relinquishes his/her right to use the assigned parking space. That right passes to the tenant.
2. The owner shall not be allowed to use visitor parking as an alternative to his assigned spot.

**14. SPILLS AND DIRT.** Parking spaces must be kept clean of debris, oil, diesel and gasoline spills. Cost of such shall be charged against the unit owner of the assigned parking space.

## **15. REMOVAL OF VEHICLES IN VIOLATION OF ASSOCIATION RULES.**

Building management, staff, and security personnel are authorized and directed to cause the removal by towing or booting of any vehicle in violation of Association rules regardless of the period of time the vehicle was in violation.

**16. CARWASH AREA.** A designated car washing station is located on the east side of the building near the contractor 's parking. Please clean up all refuse and leave space in clean condition. Move car immediately after completing the wash.

## **17. RESERVED**

## **18. BICYCLE RULES**

1. Bicycles may not be parked or stored in any area of the building not approved by the BOD,
2. Bicycles may be parked or stored in each owner or tenant's unit.
3. Bicycles may not for any reason be parked or stored on balconies.
4. Bicycles may not be chained or attached to any building fixture or structure.
5. Bicycles may be chained, attached or secured to the authorized bike storage rack system only.
6. Parking of bicycles in the designated bike racks shall be on a first come first serve basis. No space may be reserved for any individual owner or tenant.
7. The BOD is under no obligation to provide sufficient bike rack spaces for all owners or tenants wishing to avail themselves of this privilege.

## 19. BICYCLE PARKING AREA

All residents using the Associations bike parking rack must obtain a numbered bike sticker from management.

That sticker must at all times remain affixed to the bike while in the bike rack.

All bikes in the bike rack not bearing a sticker or parked in any unauthorized area of the building shall be removed and disposed of after due notice is posted on the official bulletin boards for a period of ten (10) days.

## SECTION XVII COMMUNITY ROOM / PATIO / GRILLS

Arrangements can be made with the manager for a private group event in the Community room for owners, tenants and visitors. Reservations must be made at least five (5) business days in advance. A \$100 refundable damage / cleanup deposit will apply. Food/drink will be allowed.

The Patio area and grills may not be reserved for the exclusive use of any one owner or tenant. The entire patio area or both grills may not be monopolized by any one owner or tenant.

PLEASE SEE SMOKING RESTRICTIONS

## SECTION XVIII

## PETS

### NOTATION FROM DOCUMENTS.

**Article XII (B) “Unit owners and Occupants shall be permitted to keep small pets under fifteen (15) pounds provided that such pets are owned by Unit Owner at the time of Closing on the Condominium Unit and such pet is not replaced upon death thereof or otherwise.”**

1. WEIGHT: Unit owners’ pets must be less than fifteen (15) pounds.
2. Number of pets No more than two pets is allowed per unit.
3. PETS IN COMMON AREA/LIABILITY: No pet is allowed out of the direct personal accompaniment of its owner or agent, and **“must at all times be carried when in any of the common areas of the building”. Including garage and elevators.**
4. Owners of such pets are responsible for the picking up any and all litter or soiling on any location of the Association both indoors and out.
5. NUSANCE: Any pets causing or creating a nuisance or disturbance including unpleasant odors will be permanently removed from the Association property forthwith upon written notice from the Board of Directors of the Association, acting through one of the duly elected Officers of the Association.
6. REGISTRATION: Dogs and cats must be registered with management giving their name, breed, owner’s name and unit number.

7. Registration must be made within five (5) business days prior to closing of purchase of the unit. Failure to register prior to purchase, such pet will be deemed acquired after such purchase.
8. RENTERS: Renters under no circumstance or reason will be allowed to harbor any pet.
9. These rules shall in no way be in conflict with FEDERAL ADA laws.
10. Any owner or renter who wishes an animal under the Federal ADA requirements must make application in writing giving satisfactory evidence that the Federal ADA laws apply to that particular resident or owners circumstance.
11. **Cat litter.** Cat litter must be double bagged and is not allowed in the garbage chute. Owners must dispose of litter in the outside trash bins on the east side of the building. **Cat litter is never allowed to be flushed down toilets. Owners will be responsible for cost of repairs for any plumbing or other damage that results.**
12. VISITING PETS: Under the documents visitor's pets are not allowed on Association property.
13. Animals that are permitted under the Federal ADA Act may be allowed on Association property.
14. Any person harboring a pet on the premises of the Association who fails to clean up any soiling by such pet immediately after such incident will be considered to have caused a health and safety violation. Such violation will be turned over to the Association Attorney for such legal action as the attorney deems necessary.

## **SECTION XIX POOL**

### **1. A CONDENSED COPY OF THE FOLLOWING RULES SHALL BE POSTED IN POOL AREA.**

1. **HOURS.** Pool hours are from Dawn to Dusk per City of Ft Lauderdale code.
2. **NO LIFEGUARD ON DUTY; use of the pool is at your own risk.**
3. **The Carlton Tower Condominium Association, its Board, management, or employees, are in no way responsible for injury or death due to use of the pool.**
4. **SHOWER FIRST.** All bathers must shower before entering pool.
2. **SAND/TAR/DRY OFF.** All bathers must dry off before re-entering the building. Sand and/or tar must also be removed before entering pool or re-entering building.
3. **4. RETURNING FROM POOL.** Returning into the building common areas from the pool without footwear or a cover-up is strictly forbidden.
4. **ATTIRE.** Only swimsuits may be worn in the pool. No shoes or sneakers may be worn in the pool; however, appropriate footwear, such as aqua-socks will be acceptable.
5. **TOYS AND EQUIPMENT.** Rafts, boards, scuba gear, fins, beach balls, skateboards or ramps, etc., are not allowed.  
**VISITORS.** Pool is for use by owners, tenants, or visitors of owners or tenants only. Maximum number of visitors allowed is two visitors for every resident (i.e., if a couple reside in a unit, 4 additional visitors are allowed).
6. **PETS** No pets are allowed in the pool area.
7. **NOISE.** Loud noise, loud music, running, skating, and horseplay in or around the pool and patio area are not allowed.

8. **Diving or running and jumping into pool is PROHIBITED.**
9. **FOOD NOT ALLOWED. FOOD IS PROHIBITED within the pool enclosure.**
10. **Only non-alcoholic beverages are allowed in the pool enclosure.**
11. **NO GLASS. Glass containers or glass items are not allowed in the pool area.**
12. Clean up. Pick up after yourself and use receptacles provided in pool area for any refuse.
13. No Owner or Tenant may have more than four (4) guests in the pool area at any one time. Pool parties are not allowed.
14. **RESERVING OF POOL FURNITURE.** Pool chairs or lounges are available on a first-come, first served basis.
15. **CHILDREN.** An adult must accompany children under 12 inside pool enclosure.
16. No Chairs, Chaises, Furniture, Coolers or Pool Accessories are allowed on the pool perimeter walk area. The pool walk area is defined as five (5) feet from the waters edge on the North and West side, and three (3) feet on the East and South side. This is to allow emergency access to the pool.
17. No one shall block the pool south side ladder or west side stairs either in the pool or on the pool deck.
18. **BABIES AND TODDLERS.** Children under 3 years of age in standard diapers or training pants are not permitted in the pool. Specialized swim diapers are permitted.
19. **SMOKING IS PROHIBITED IN ALL AREAS OF THE POOL ECLOSURE**
20. **HEALTH HAZZARDS. Use the bathroom before entering the pool.**

**Any one urinating and/or defecating in the pool will be billed for sanitizing the pool and associated equipment. For public health reasons, under no circumstances may any child or adult urinate (or defecate) in the pool. All parents must inform their children that they must not urinate in the pool and must use the restrooms inside the building as needed. Please report any violation of this rule to the Front Desk Officer on duty or to management immediately.**

## **SECTION XX**

## **QUALITY OF LIFE.**

- 1 **CARTS AND DOLLIES:** Carts of any type, dollies, or similar items must not be left in halls, garage lobby, garage common areas, parking spaces or elevators. Use of Association carts and dollies must be returned to the rack, laundry room or storage area after use.
- 2 **SOLICITING:** Door to door soliciting is not permitted, either in person or by means of flyers, pamphlets or business cards placed on or under unit doors or on any vehicle parked on property under the control of the Association or in any common area of the building. Distribution of board-approved correspondence must be by in house staff delivery or U.S. Postal Service.



- 3 LOUD ACTIVITY & NOISE: Loud activity & noise, both in units and in all common areas, including but not limited to loud playing of televisions, stereos, electronic devices, musical instruments or personal behavior is not permitted at any hour of the day. This shall include the Pool & Patio/Grill area.
- 4 ODORS; Unit doors to common hall areas must not be left open when smoking, cooking or doing anything that causes a strong odor, to prevent permeation into the halls with such odors.
- 5 COMPLAINTS: Complaints and suggestions must be made by Email or in writing, signed, and addressed to the building manager. They may be dropped off in the lobby suggestion box or in the manager's office during business hours.
- 6 **SMOKING: The Fire Code PROHIBITS smoking or carrying of lighted devices in any interior common areas including but not limited to Halls, Elevators, Garage, Stairwell(s), East Loading Dock area and the front entrance covered area.**
- 7 **Smoking is not permitted anywhere in the pool enclosure area. Smoking is only permitted anywhere in the entire grill patio area when it is either unoccupied or with the permission of all persons in the area.**
- 8 ATTIRE: Persons in all interior common areas, including but not limited to halls, lobby and elevator must wear appropriate attire, including footwear, and clothing that covers up entire sunbathing / swim apparel.
- 9 CHILDREN:
  - a. Children shall not run, play or congregate in any common area, including but not limited to the lobby, elevators, halls, parking areas or property grounds.
  - b. Children under twelve (12) years of age are not allowed in the Community Room, Pool, Pool enclosure or Fitness Room without adult supervision.
  - c. No person under sixteen (16) years of age is allowed in the Sauna even if accompanied by an adult.

## **SETION XXI RENTALS, SALES AND RENEWALS OF LEASES**

1. BOARD APPROVAL. No unit owner shall sell, lease, rent or convey any possessory interest in a condominium unit in the Carlton Tower Condominium, without the approval of the Board of Directors, which approval shall be in the following manner:

- a. Each and every time a unit owner intends to sell or lease his unit per rule 14 of this section, with two days of signing the sale agreement or lease, he/she shall give written notice to the Board of such sale or lease, together with the name and address of the intended purchaser or lessee, and such other information as may be required by the Board (on forms to be promulgated by the Board)
- b. A copy of the proposed sale or lease agreement. The giving of such notice shall constitute a warranty and representation by the owner to the Association that the offering is a bona fide offer in all respects and is in accordance with the terms and conditions contained in the notice.
- c. In all unit sales, the Association has right of first refusal for purchase, and, if desired, must exercise that right within the Board approval time limit below.

### **2. BOARD APPROVAL TIME LIMITS.**

#### **(a) UNIT SALE**

Within 10 business days after receipt of the notice in writing, the Association, by its Board, shall either approve or disapprove the offer, by exercising their right of first refusal for purchase. If the Board fails to act within 10 business days of receipt of the notice, the sale shall be deemed to be approved, and the Association shall supply such buyer with an approval in writing signed by a member of the Board.

#### **(b) UNIT RENTAL**

Within 30 business days after receipt of submitted required application, leases and documentation, and verification of such application and required documentation the Association, by its Board, shall either approve or disapprove the lease. If the Board fails to act within 30 days of receipt of all applications, leases, required documentation and investigation reports, the lease shall be deemed to be approved, and the Association shall supply such buyer with an approval in writing signed by a member of the Board.

1. No rental shall be approved or tenant allowed move in until all required documentation is submitted to the Association Manager and all required investigation reports are received and submitted documentation is verified.

- (a) i. Documentation from prospective tenant shall include but not limited to.
  - (1) Copy of Government issued Valid Driver License.
  - (2) Valid Passport or similar Government issued Photo Identification.
  - (3) Social Security Card or other verifiable Social Security number verification document.
  - (4) Documentation of previous residence, and length of residence for a period of seven (7) years.
  - (5) If previous seven (7) years was a period of U.S. Military Service just state Military Service and term of service. Location of station is not required.
  - (6) Copy of valid vehicle registration and insurance of vehicle to be parked in unit assigned parking space.
    - i. If vehicle is not in tenant name, a notarized statement from vehicle owner verifying tenant use authorization.
    - ii. If rental, copy of rental agreement if rental exceeds fifteen (15) days.

(b) All leases must be submitted by the unit owner to the Association Manager. Second party submittal shall not be accepted unless owner signature is notarized on such lease.  
(c) Any false statements on any documentation or applications to the Association may at the Managers or Board of Directors sole discretion bar approval of any lease or renewal of lease.

**3. RULES AND REGULATIONS COMPLIANCE.** Any owner or renter proposed occupant of a condominium will be required to certify in writing to the Board that such tenant has received a copy of The Carlton Tower Rules and Regulations promulgated by the Board of Directors and that such persons agrees to abide by such rules and regulations thereby inscribed.

**4. RENTALS.** All leases and rental agreements shall be in writing and all renewals must be in writing and furnished to the Association. Only those persons who are named in the lease, their domestic partner, and/or members of their immediate family may occupy an apartment.

**5. FEES.** At the time of submission of the notice of an offer to sell or lease, the owner shall pay to the Condominium Association the SUM OF ONE HUNDRED DOLLARS (\$100.00) per proposed buyer or resident to defray expenses of investigation and approving the proposed owner or lessee, as well as a \$50.00 Estoppel letter fee, as needed. No charge will be made for lease renewals or extensions. Husband, wife and children shall be considered one person for this purpose.

**6.** No rental agreement may be executed or renewed without the approval of the BOD. An original signed copy of all leases shall be given to management within ten (10) business days of signing.

(A) 1. All leases that require payment by the Tenant to the Owner for rental fees in advance shall require the owner upon submission of the lease for approval to include payment in full to the Association of all maintenance due for the term of the advance payment.

2. When the lease requires a second advance payment for an additional period under the lease the Owner shall pay on the first day of the month of subsequent advance payments, full payment of all maintenance for that period.

3. Failure to make such payment shall result in revocation of Board approval and require the Tenant to vacate the rented unit within 20 calendar days.

4. If the lease does not require advance payment to the owner, the Tenant shall still be responsible for all maintenance payments to the Association in the event of Owner delinquency as allowed by Florida statute.

5. The Association Manager shall advise the Tenant of these rules and obligations in writing prior to lease approval, and receive acknowledgement and agreement from said tenant in writing.

**7.** All rentals shall be for a period of no more than one (1) year or twelve (12) consecutive months after which time a request for renewal must be made to the Board of Directors by the unit owner. If the Board of Directors denies renewal the tenant shall be given thirty (30) calendar days to vacate the unit.

If the owner of a unit does not apply for approval of a lease renewal, the Board shall notify the owner of the unit of such violation by Postal Certified Mail giving the owner ten (10) business days to cure.

If the owner fails to cure within the ten (10) business days by requesting approval for the renewal of the original lease, then the tenant must vacate the unit within thirty (30) calendar days of expiration of the original lease.

## **8. RULES FOR RESIDENT STATUS.**

- a. Applicants who are convicted felons must disclose this status. A felony conviction will be grounds for denial of residency.
- b. Applicants with misdemeanor arrests and/or convictions must disclose this Status and must understand that the Board reserves the right to deny any application based on this status.
- c. Any applicant who does not disclose or attempts to misrepresent a felony or misdemeanor arrest and/or conviction will be denied residency.

## **9. ROOMMATES.**

1. Renting a portion of a unit is not permitted, unless the primary owner is actively residing in the unit and the rented portion is used by a paying roommate.
2. In this instance, the roommate must complete an application, pay the \$100 application fee, be approved by the Board, and added to the lease as tenants jointly and severally liable.
3. The roommate is subject to all the rules and regulations set forth in the Carlton Tower Rules and Regulations document.
4. The registered and deeded owner is ultimately responsible for the actions of his/her roommate, as defined in 11 below.

## **10. TENANT REGISTRATION.**

1. All tenants must be registered with the Association prior to being admitted to the building.
2. Registration of visitors and tenants must be accomplished by filling out fully and truthfully the registration forms available in the manager's office.

## **11. OWNER LIABILITY.**

1. Owners of a unit are responsible for supplying the lessees with copies of the rules and regulations.
2. They are responsible for the acts or omissions of their tenants, visitors, and the visitors of their tenants.
3. It is the owner's responsibility to see that all visitors and tenants in the owner's unit abide by these rules and all the terms and conditions contained in the Condominium Documents.

**12. CORPORATE OWNERS.**

1. In the event a corporation, LLC or Trust owns an apartment, the Association will only approve (2) officers or designated trustees of that corporation, LLC or Trust for the use of the apartment. Such officers must be named and complete background checks and resident applications.
2. All other officers, stockholders, trustees etc., of said corporation, LLC or trust will be treated as a visitor.

**13. RENTERS SHALL NOT BE ALLOWED TO HARBOR A PET OF ANY TYPE OR BREED WHATSOEVER OR ALLOW VISITORS TO BRING PETS ONTO ASSOCIATION PROPERTY.**

**14. RENTAL TIME LIMITS. MAXIMUM AND MINIMUM NUMBER OF RENTAL.**

- 1, A unit can only be rented a period of more than six (6) Months, three (3) times within any twenty-four (24) month time.
2. **Seasonal and leases of six (6) months or less are strictly prohibited.**

**NOTE. ANY RENTAL OF SIX MONTHS OR LESS IS DEEMED BY THE FLORIDA DEPT OF FINANCE AND THE BROWARD COUNTY TAX DEPT AS A "TRANSIENT RENTAL" AS SUCH "TRANSIENT" RENTALS ARE PROHIBITED UNDER THE ASSOCIATION DOCUMENTS. THE BOARD OF DIRECTORS MAY NOT UNDER ANY CIRCUMSTANCE ALLOW THESE RENTALS. IF SUCH RENTALS ARE MADE THE MATTER WILL BE REFERRED TO THE ASSOCIATIONS ATTORNEYS FOR LEGAL ACTION.**

**15. SALE AND RENTAL OF UNITS.**

1. All owners tendering their unit for sale or rent must notify the Association in writing, within **2 days** of listing the property, and provide the following:
  - a. The name address and phone number of the listing broker and sales person.
  - b. A copy of the listing agreement, including the listed sale or rental price.
  - c. Notification of private offering without a broker.

Failure to make such notification will cause the Association to treat all realtors and prospective clients as "Visitors". As such, these visitors will not be allowed to pass the front desk to either show the property or the common areas of the property without the unit owner being present.

If there is no listing broker, all realtors and prospective buyers shall be treated as a "Visitor".

2. The Association manager upon receipt of such notification shall provide the Listing realtor with a copy of all Association required forms and necessary documents of understanding relative to the Associations Rules & Regulations that must be signed and submitted with the required lease or sales contract.

The forms shall include but not be limited to:

- a. Background release form.
- b. Acknowledgement that the new owner or tenant has received and understands, from the unit owner all Association rules & regulations.
- c. Acknowledgement of but not limited to;
  1. Pet policy
  2. Guest rules.
  3. Resident rules for Guest after 16 days.
  4. Guest parking rules.
  5. Pool rules & guest limit in pool area.
  6. Trash room & trash disposal rules.
  7. Moving in and out hours and restrictions.
- d. Package delivery policy & US Postal mail receipt waiver.
- e. Any additional items the Manager may deem appropriate.

3. Manager will, in writing, advise all background check reports will be kept in confidence and be available only to the Board of Directors **who shall** also keep such information confidential.

4. It shall be the responsibility of the unit owner to provide all copies of the Rules & regulations to prospective buyers or tenants. The Association will make printed copies available for a fee of \$25.00

## **SECTION XXII                      RESIDENCE CHECKER / HOUSEKEEPER**

1. Owner must register these individuals with management if they are to perform these services in the absence of the owner. They must sign in every time they attend the unit.

2. These individuals may obtain a full time FOB or have the owners spare FOB registered to them.

3. They may attend the unit only during the hours of 9am & 9pm Sunday thru Saturday. The FOB shall be programmed with such restrictions.

4. They may not stay overnight or utilize any of the facilities of the building.

5. They may utilize only visitor parking (not contractor parking) and only during the time they are providing such service to the unit.

## **SECTION XXIII RESIDENT VISITOR DETERMINATION**

Any Visitor who it is determined by either signing in, use of assigned FOB, use of visitor parking or other means has attended or stayed overnight on an ongoing basis for sixteen (16) days or more in any one Month, or in any thirty-one (31) day period shall be considered a resident and as such shall apply for resident status.

After due notification to the Owner / Tennant of such circumstance, owner / tenant shall have fourteen (14) calendar days to cure, or to make resident application for said person on forms as required by Association rules.

Failure to cure, or begin the application process within fourteen (14) calendar days after due notice will result in:

1. The FOB being deactivated.
2. That person will be denied access unless owner/ tenant is present.
3. If unit is on a tenant basis, the unit owner will be advised that the lease will be vacated.
4. Subject will be denied use of visitor parking facilities.
5. Association's Attorney shall be advised to commence legal action.

## **SECTION XXIV SAFETY AND SECURITY**

**SURVEILLANCE CAMERAS.** Surveillance cameras are located to view various parts of the Association property both inside and out. These cameras are a tool to assist staff in viewing various parts of our property from the Concierge desk. These cameras are not monitored on a continuous basis; Therefore Owners, tenants and visitors should make every effort to secure their vehicles, property and persons to the extent they deem necessary. As such, the Carlton Tower Condominium Association, its Board of Directors, or its management or employees, are not responsible for loss or theft of any bicycle or vehicle (or contents of) property or injury to persons on the premises.

1. No owner, tenant, or visitor is allowed on the roof area at any time, or for any reason whatsoever.
2. All Owners and tenants should make sure entrance and exit doors are securely closed after entering or exiting Carlton Tower.
3. No owner, tenant or authorized electronic key FOB holder may give or lend his or her FOB to another without the approval of management.

## **SECTION XXV STORAGE AND STORAGE BINS**

1. No personal property of any type, for any reason, or, for any length of time may be stored in any common area of the Association.
2. No flammable or combustible liquids or solids may be stored in any bin in the storage rooms.
3. Management shall remove any item or items of any type found in common areas and dispose of said item or items without further notice.

## SECTION XXVI

## SPECIAL COMMITTEES

### HOUSE COMMITTEE:

1. The President shall appoint a House Committee consisting of owners in the Association. One additional (1) member shall be a liaison of the Board of Directors.
2. The duties of the house committee shall be to;
  - a. At the request of new owners or tenants show amenities of the association property.
  - b. Advise the Board on, and make recommendations on quality of life issues.
  - c. Advise the Board and management on rule violations that from time to time may come to any member's attention.

### FINING COMMITTEE

The be added to comply with Florida statute.

## SECTION XXVII

## STORM PREPARATION

In the event of storm or hurricane notification all owners and tenants shall:

1. Lock and secure all doors and windows using the locks and latches as provided by the manufacturer of your storm/impact resistant windows.
2. Remove all objects from balconies including furniture, pots, safety/privacy screens and satellite antenna if so installed.
3. If any owner or tenant is planning an extended absence the above items should be removed prior to leaving even if no storm warning has been issued.
4. No plywood coverings or shutters of any type may be employed or affixed to balconies or building structure.

## SECTION XXVIII

## TRASH

1. **Recyclables.** Magazines, newspapers, coat hangers, boxes and any glass containers are not allowed down trash chute. They are to be put in recycle bins with bottles well rinsed, for pick up by attendants.
2. **Large/Heavy items.** Heavy or Bulky items such as large boxes or large plastic bags may be left in trash room shelf or on floor for pick up by attendants. Do not attempt to force down chute.
3. **Loose garbage.** No loose garbage is allowed down chute---only bagged trash may be placed down chute.



4. **Health hazards.** Misuse of trash facilities causes infestation of rodents and bugs, and therefore health hazards result. Violators of above rules must reimburse the Homeowner 's Association for expenses of extra cleaning, pest control, or chute repair required to rectify this misuse.

## **SECTION XXIX**

## **UNIT RULES**

### WASHER / DRYERS:

1. Installed washers and dryers are allowed in individual units, but must comply with all electrical, plumbing, venting, fire and building codes.
2. Before installation of new, or replacement of any washer or dryer, management must be advised and approve after reviewing all code requirements are, or, will be met.
3. No washer or dryer may cause any noise, vibration or any type of disturbance to other owners or tenants.
4. No washer or dryer may be so installed or utilized as to cause any plumbing or drain backup or problem.

### PLUMBING AND ELECTRICAL

1. Owner shall maintain all plumbing with in the unit in such a condition and repair as not to cause leaks or damage to other units or Association property.
2. All electrical wiring, outlets and devices shall be maintained to meet local electrical codes.

### PESTS AND VERMIN:

All owners and tenants shall keep their unit free of all pest and vermin. Unit owner or tenant is responsible for all necessary exterminator fees.

### A.C. / HOT WATER HEATERS AND ROOMS.

1. Owners and tenants are responsible for any leaks or damage from hot water heaters and Air Conditioner units.
2. Owners shall make sure that all A.C./Hot Water Heater room drains are properly clear and that drip pans are in proper working order.

### WINDOWS:

Owners shall be responsible to make sure all hall doors, windows and balcony doors and their associated locking devices are kept in good repair.

## **SECTION XXX USE OF UNIT WHEN OWNER IS NOT PRESENT**

Owners may allow the temporary use of their unit to family or friends when they are absent.

Such owner shall prior to the arrival of such persons notify management in advance via email, FAX, or telephone of the following:

- 1.Name or names of persons using the unit. (Limited to Building Code Occupancy Regulations and Association Rules and Regulations))
- 2.Length of stay.

Notification must be made between the hours of 9:00am and 5:00pm Monday thru Friday during non-holiday business days.

**Please note that after 5:00pm weekdays, and all day weekends and holidays concierge attendants do not have access to Association email or FAX and may not take authorizing telephone calls from owner's unknown to them.**

### **Restrictions:**

Such visitors may not utilize visitor parking.

Visitors shall not allow additional persons to occupy the unit.

Such visitors "Must" be present when any other person requests admittance to the unit or any area of Association property.

Visitor may not harbor any pet or animal in the unit or bring any pet or animal on Association property.

### **PLEASE NOTE**

**Concierge will deny access to any person or persons who are not pre-registered to use a unit when the owner or tenant is not present and no prior notification having been made.**

**Please make sure you notify management prior to the arrival of any visitor when you will not be present at the time of their arrival.to avoid any unpleasant circumstance.**

**This is for the protection of all unit owners, tenants and residents of Carlton Tower. Concierge is not authorized to make exception to these rules for any reason whatsoever.**

## **SECTION XXXI HOT WATER HEATER REPLACEMENT.**

1. ALL UNIT HOT WATER HEATERS MUST BE REPLACED EVERY 12 YEARS FROM THE DATE OF MANUFACTURE. NOT DATE OF INSTALLATION.
2. Work must be performed by a Licensed plumber.
3. Copy of installation invoice given to Association Management for recording of installation.