

**AMENDED AND RESTATED  
RULES AND REGULATIONS**

**OF**

**MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC.**

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**AMENDED AND RESTATED  
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**OF**

**MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF RULES AND REGULATIONS –  
SEE CURRENT RULES AND REGULATIONS FOR CURRENT TEXT**

**I. USE RESTRICTIONS/ADMINISTRATIVE PROVISIONS**

1. Any request, suggestion or complaint relative to maintaining and operating common elements of the Association must be submitted (in writing and signed) to the Association Secretary, or dropped in the mail slot in the office. Such items will be included on the agenda of the next Board meeting. A verbal or written report will be given to the particular owner.
2. Trash must be placed in plastic trash bags on driveways near the curb before 8:30 A.M. on day of pick-up. Owners may deposit trash in plastic trash bags in the dumpster at any time. Trash may not be left outside over night.
3. Approved glass, aluminum, tin cans, plastic containers, newspapers, (in brown paper bags) must be placed in Blue Container (provided by Vendor) at curbside before 8:30 A.M. on day of pick-up.
4. The Club House is to be locked at all times when not in use. The doors to the pool area are to be locked whenever the pool cover is in place. The last person to leave the Club House and pool is responsible for seeing that all windows and doors are locked, lights out, showers turned off and thermostats set at 85 degrees during warm weather and 65 degrees when the heat is on. The Club House and pool will normally be closed at 10:00 P.M.
5. Overnight Guests are permitted to use the facilities of the Club House and pool unaccompanied. Non-Overnight Guests, must be accompanied by a Unit Owner or Tenant. Unit Owners are responsible for damage caused by Tenants, Guests and Invitees.
6. Children under the age of twelve (12) using the Club House or pool, must be accompanied by a Unit Owner or Tenant, or a responsible adult guest of the Unit Owner or Tenant.
7. Private Club House parties will be permitted for Unit Owners and Tenants, only under the following regulations:
  - a. Reservations should be made with the Board member assigned to the Club House. A check for \$75.00 is required with the reservation application. The fee is



- All incidents of mold and water intrusion, including but not limited to water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the Association.
- All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and services of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

**15.** Unit Owners may not, in any manner, install, remove, fertilize, trim, prune or otherwise maintain or tend to outdoor landscaping except with the prior specific written approval of the Board of Directors. When the Board of Directors permits Unit Owners to be involved with exterior landscaping, including installation of plants by Unit Owners, it is understood that such permission is in the nature of a license and is revocable at the will of the Board of Directors, with or without cause. The Association shall not be responsible for any such plantings, including but not limited to their death or disease, nor replacement of plants for any reason whatsoever.

**16.** Garage sales are permitted one time per year per Unit. Thirty (30) days' advance notice must be given to the Association. Signs advertising garage sales may be placed on Common Elements no sooner than two (2) hours before the garage sale begins and must be taken down within two (2) hours of the garage sale ending. The yearly garage sale may not exceed two (2) consecutive days (8 hours).

**17.** At the rear of each Unit next to the Screen Porch is an area where Unit Owner are permitted to install removable "pavers" with prior written approval of the Board of Directors. The installations of pavers in these areas is a license and may be revoked by the Board of Directors, at any time, with or without cause. The area where these pavers are installed is referred to as a "Patio". The Patio is not for the exclusive use of the contiguous Unit, all Unit Owners have legal rights in the Patio area. The Unit Owner who installs the Patio may place outdoor furniture on the Patio (and no other items without prior written Board approval) and must remove said items when a tropical storm watch has been issued or when the Owner is going to be absent from the Unit overnight for three (3) or more days.

**18.** Unit Owners must change water heaters at least every seven (7) years. Washer hoses must be steel braided hoses and must be changed at least every two (2) years. Unit Owners shall file proof of changing water heaters and washer hoses with the Board of Directors or Management.

**19.** The feeding of wild, roaming or feral animals, including but not limited to cats, raccoons, birds (including ducks) and squirrels is prohibited.

**20.** Contractors and other persons may only perform work on an Owner's Unit or appurtenant Limited Common Elements between the hours of 8:00 A.M. and 6:00 P.M., Monday through

Saturday, except in the event of an emergency. When Unit Owners are having work performed on their Unit or appurtenant Limited Common Elements, overnight parking of construction vehicles and overnight, outdoor storage of construction materials or equipment is prohibited.

**21.** Note: A notebook is kept in the condominium office, listing who has a key to access your Unit and whom to call in case of an emergency. If you have not filled out one of these forms, or need to update a form, contact the Secretary of the Board. If you need access to this notebook, in an emergency, call any Board Member.

**22.** Golf carts may be operated on Condominium Property subject to the following regulations:

**22.1** “Golf Cart” means any motor or electrical vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 mile per hour.

**22.2** All Unit Owners desiring to operate a Golf Cart on Common Element roadways shall submit written request to the Board (or Manager) by completing an application for approval to use Golf Cart on Common Element roadways, as may be promulgated by the Board of Directors.

**22.3** All applications must be accompanied by a signed Release, Waiver, and Indemnification Agreement for Operation of Golf Carts which is attached hereto as **Exhibit “A”** to Rule 22. Failure to include the signed Release, Waiver, and Indemnification Agreement will result in denial of the application.

**22.4** Only Golf Carts approved by the Board of Directors, in the manner provided above, may be operated on Common Element roadways only under the following conditions:

**22.4.1** Standards for Golf Carts; Designated Areas of Operation. All Golf Carts operated on Common Element roadways must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. Golf Carts shall not be driven or operated on sidewalks adjacent to Common Element roadways. Golf Carts must yield to pedestrians, bicyclists, and any other non-motorized vehicles or devices. Golf Cart operators must observe and obey all road signs on Common Element roadways, including but not limited to speed limit signs and stop signs.

**22.4.2** Hours of Operation; Operation After Sunset. Golf Carts may be operated only during the hours between sunrise and sunset, unless the Golf Cart is equipped with headlights, brake lights, turn signals, and a windshield.

**22.4.3** License Required. Any person operating a Golf Cart must have in his or her possession a valid automobile driver’s license.

**22.4.4** Open Containers; Operating Golf carts While Intoxicated. No open containers of alcohol, including cans, bottles, glasses or other containers, are permitted on a golf cart at any time. No person who is under the influence of alcohol whose blood alcohol level

would be considered above the legal limit for driving a motor vehicle on public roadways may operate a Golf Cart on Common Element roadways until such time as his or her blood alcohol level is below the legal limit. No person under the influence of over-the-counter, prescription and/or illegal drugs that impairs a person's ability to operate a motor vehicle may operate a Golf Cart on Common Element roadways during such period of impairment.

**22.4.5 Remedies.** The Association may seek any and all remedies available in the Condominium Documents, including but not limited to fines and legal actions for damages or injunctive relief, against any Owner and/or operator of a Golf Cart on Common Element roadways in violation of these rules and regulations.

**RELEASE, WAIVER AND INDEMNIFICATION  
FOR OPERATION OF GOLF CARTS**

The Myerlee Circle Condominium Association, Inc., (“Association”) is the association responsible for the operation and maintenance of the Myerlee Circle Condominium (“Condominium”), and the undersigned is the owner of Unit \_\_\_\_\_ (“Owner”), located in the Condominium and who has requested permission to operate a Golf Cart on the Common Element roadways.

The Association is willing to grant permission for the undersigned Owner to operate a Golf Cart on the Common Element roadways, and Owner may authorize others to do so, all in accordance with the Rules and Regulations governing Golf Carts, a copy of which is attached hereto., in consideration and exchange for the undersigned’s execution of this agreement upon the following terms and conditions:

1. The undersigned Owner agrees to remise, release, acquit, satisfy and forever discharge, the Association, its members, employees, officers, directors and agents from any and all debts, dues, damages, claims, causes of action, suits, sums of money and demands whatsoever, in law or in equity, which the undersigned has, now have or which the undersigned or any personal representative, successor, heir or assign of the undersigned hereinafter can, shall or may have against Association, its members, employees, officers, directors and agents, for, upon or by reason of any manner, cause or thing whatsoever arising out of or concerning the use and operation of Owner’s said Golf Cart as set forth herein. It is specifically understood and agreed that the Association shall not be liable for any losses or damages whatsoever, including personal injury, that may result from the use and operation of Owner’s said Golf Cart, even if such damage or injury results from the Association's own negligence or the negligence of its employees, agents, officers or directors.

2. The undersigned Owner further agrees to indemnify, defend and hold the Association harmless (its members, employees, officers, directors and agents) from any and all demands, claims, damages, actions, causes of actions, controversies and expenses, including attorneys' fees and costs, that arising out of or concerning the use and operation of Owner’s said Golf Cart as set forth herein; it being understood and acknowledged by all parties that this Release, Waiver and Indemnification is a condition to the use and operation of Owner’s Golf Cart on the Common Element roadways.

3. This agreement does not relieve Owner from complying with any other covenants and restrictions otherwise applicable to Owner or Owner’s property.

4. In connection with any litigation arising out of this agreement, the prevailing party shall be entitled to recover from the other party said prevailing party’s attorney’s fees and costs, including attorney’s fees and costs for any appellate proceedings. Venue shall be in Lee, Florida.

**PLEASE READ THIS FORM CAREFULLY AS YOU ARE WAIVING RIGHTS AND RELEASING ALL CLAIMS AND LIABILITY FOR DAMAGES THAT MAY ARISE FROM THE USE AND OPERATION OF OWNER’S GOLF CARTS ON THE COMMON ELEMENT ROADWAYS.**

**UNIT OWNER**

\_\_\_\_\_  
Sign Name

DATED: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**Exhibit “A” to Rule 22**

## **SUGGESTIONS FOR PREPARATION FOR HURRICANE EVACUATION**

In advance of Evacuation Orders from our Civil Defense People.

Hurricane Season is June 1 through December 1. Your Board suggests this list as a handy reminder of possible precaution in the event a Hurricane Watch is announced.

**AUTOMOBILES:** Keeps gas tank at least half full.

**FLASHLIGHTS:** Keep extra batteries on hand.

**RADIOS:** Portable battery-operated radio.

**WATER:** Two gallons per person.

Be prepared to pack for each member of your household:

Prescription medicines, prescription copies if possible, night clothes, robe & slippers, extra changes of day clothing, soap, towels, toothpaste and brushes, etc., small personal valuables (jewelry, etc.), comfortable shoes, raincoat, hat, umbrella, blanket and pillow or possible sleeping bag, insurance policies, Medicare & other identification, any needed equipment – walkers, canes, etc.

**CAR POOLING:** Plan in advance for car-pooling. Let the younger, stronger people drive others who need help. Head for the northern interior of the state toward the higher ridge of the peninsula for greater safety. If you have family locally, you might wish to travel together to safety if possible.

**SECURING YOUR UNIT:** Unplug all appliances and electronics from wall sockets, throw your circuit-breaker panel switches to OFF. Shut off water outside your Unit, and open the faucet in your laundry tub slightly (this relieves internal water pressure). Lock all doors and windows and leave when so instructed.

**AS TIME PERMITS:** If there is time before being told to evacuate, it is good to have a supply of tape to reinforce the windows. It is also well to have a wedge for your sliding windows to help keep them from being blown outward.

Also, try to get as many of your possessions off the floors as possible. If our flooding is not too much you might save small things set on beds, shelves, etc.

**LASTLY:** Pray that we do not need the preparation described herein

## **II. RULES AND REGULATIONS GOVERNING POSTING OF NOTICE**

Pursuant to Section 718.112(2)(c), Florida Statutes (2010), the official location for posting notice of Association meetings is at the Clubhouse located at 6945 Dogleg Way, Fort Myers, Florida 33919, on the bulletin board to the left of the interior office door.

This does not preclude posting at other locations.

### **III. RULES AND REGULATIONS GOVERNING HURRICANE SHUTTER INSTALLATIONS**

**A. Definition.** “Hurricane Shutter” shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

**B. General.** Hurricane Shutters are prohibited, except as same may be approved by the Board in accordance with these Rules and Regulations.

#### **C. Installation Requests**

1. Any person desiring a Hurricane Shutter shall submit a written request therefor to the Board (or Manager) by completing an application for approval to install hurricane shutters, as may be promulgated by the Board of Directors, not less than thirty (30) days prior to the proposed commencement of installation. The written request shall contain (1) the name and address of the person desiring the Hurricane Shutter, (2) the unit number to which the Hurricane Shutter will be installed, (3) the name, address, and telephone number of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors), (4) the proposed location for installation of the Hurricane Shutter, (5) the proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, and (6) the proposed manner of installation of the Hurricane Shutter.

2. The written request required by paragraph 1 above shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor) who will install the Hurricane Shutter, and (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor).

3. In the event the Board, in its sole discretion, determines it to be necessary to have the Association’s engineer review the documentation supplied pursuant to paragraphs 1 and 2 above, for the purpose of determining whether the proposed Hurricane Shutter conforms to these Rules and Regulations and/or the applicable building codes, then the person requesting the installation of the Hurricane Shutter shall pay to the Association the estimated cost of such engineer’s review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer’s review within thirty (30) days subsequent to receipt of the Board’s notice shall be deemed a withdrawal of the request for installation of the Hurricane Shutter. The Board shall be relieved from the requirement to approve or disapprove the proposed installation if said engineering fees are not paid.

4. Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, pursuant to paragraphs 1 and 2 above, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutter. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request and accompanying documentation). Good cause may include, but shall not be limited to,

the engineer's inability to timely review the documentation. The Board shall send notice to the person requesting the proposed installation, whether the installation is approved or disapproved. In the event the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. The Board may promulgate, and amend, from time to time, any forms it deems appropriate to convey its approval or disapproval of requests to install hurricane shutters.

5. In the event the Board approves the proposed installation, construction shall commence within sixty (60) days subsequent to receipt of the Board's notice of approval. Failure to commence construction within the specified time shall be deemed an abandonment of the installation, a withdrawal of the request for the proposed installation, a disapproval of the proposed installation, and the installation shall be prohibited. A person deemed to have abandoned the installation shall be required to submit another written request for a proposed installation in accordance with these Rules and Regulations.

**D. Maintenance and Owner Obligations.** As a condition of approval, the owner of a Unit requesting installation of Hurricane Shutters shall be responsible for the insurance, maintenance, repair and replacement of the Hurricane Shutters.

**E. Contractor Requirements.**

1. No person (hereinafter Contractor) shall install, construct, affix, attach or place a Hurricane Shutter, unless such person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work within the County and/or appropriate governmental Unit(s) in which the Condominium is located and holds a Certificate of Competency from the State of Florida or other applicable governmental authority.

2. In addition to the requirements of paragraph 1 above, no Contractor shall install, construct, affix, attach or place any Hurricane Shutter, unless the Contractor shall obtain and maintain Public Liability Insurance, including completed operations, in an amount not less than \$300,000.00, per occurrence, Workers' Compensation Insurance in an amount not less than \$300,000.00, and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than \$300,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the person requesting the installation of the Hurricane Shutter as co-insureds.

3. All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy or bond is to be canceled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter shall be approved, unless and until the policies or certificates of insurance are received by the Board.

**F. Construction Lien Law.** No Hurricane Shutter shall be approved, unless the installation thereof complies with the Construction Lien Law, Chapter 713, Florida Statutes (2010), as same may be amended or renumbered from time to time. The requesting Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation.

**G. Completion of Construction.** Construction of the Hurricane Shutter shall be completed within thirty (30) days subsequent to the commencement of construction. Failure to complete construction within the specified time shall be deemed an abandonment of construction/installation and a withdrawal of the request for the proposed installation, the installation/construction shall be prohibited, and the proposed Hurricane Shutter shall be deemed disapproved.

**H. Operation of Hurricane Shutters.** Hurricane Shutters shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

**I. Liability.** The Owner of the Unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the Condominium Property, Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

**J. Removal of Shutters.** The Owner agrees to be responsible for all costs of removal and reinstallation of the Hurricane Shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration of Condominium and Chapter 718, Florida Statutes (2010), as amended from time to time.

**K. Technical Specifications.**

1. The Hurricane Shutter and the installation thereof, shall conform, in all respects, to the State Minimum Building Codes and the Building Codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the Condominium.

2. The minimal and general specifications adopted by the Association, which shall be applicable to and binding upon all Hurricane Shutter installations are attached hereto as Exhibit "A" and incorporated herein.

**L. Authority of Association Officers and Agents.** All references to "Board" or "Association" herein shall include authorized Officers and agents of the Association.

**M. Miscellaneous/Remedies.** Any Unit Owner seeking approval for Hurricane Shutters shall sign an Application which agrees to comply with this Resolution (plus any Rules and Regulations of the Association) including the following:

1. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the Hurricane Shutters.

2. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all City, Town, County, State or other governmental entities, including compliance, with current building codes.

3. Owner agrees to construct and maintain the Hurricane Shutters referred to herein in a first-class manner, and Association shall have the right, upon prior notice to Owner, to periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters as required herein, after ten (10) days' written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the Unit referred to herein in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and Condominium Act for non-payment of Condominium Assessments.

4. Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of or because of the construction, installation or maintenance of the Hurricane Shutters described above.

5. Owner agrees to be responsible for any damage to the Condominium Property, Association property or other Units within the Condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein.

6. The Association shall not be required to approve or permit any Hurricane Shutter, unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.

7. No Contractor, subcontractor, laborer or materialman shall be permitted entry upon the Condominium Property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed Hurricane Shutter has been approved by the Association.

## EXHIBIT "A"

### TECHNICAL SPECIFICATIONS FOR HURRICANE SHUTTERS

1. The materials, equipment, installation and construction of Hurricane Shutters installed on any property subject to the rules of the Association shall conform in all respects with the applicable Building Code and any applicable requirements of construction established by the government agency having jurisdiction over construction in the Condominium related to the wind load requirements for hurricane shutters.

2. Further specifications are as follows:

All shutters to be installed on windows be of the roll down type.

All shutters and roll down hoods shall be white.

All materials shall be either PVC or aluminum.

Garage doors shall have a minimum of 4 storm bars.

#### Installation

Shutters over the windows must be on the exterior of the building

Shutters on the porches, lanais, or screen rooms must be mounted on the outside of the sliding glass doors.

The materials, equipment, installation and construction used, which is incorporated into or part of the hurricane shutters, shall conform in all respects to the requirements of construction established by local government agency having jurisdiction over construction regarding hurricane shutters. Wind load requirements are 130 MPH

All suppliers to be approved shall have the following on file with the association

Drawing that are sealed and certified by a qualified, independent engineer who is licensed in the State of Florida, showing that all specified products meet standards building codes, South Florida building codes and Lee County building codes.

A certificate of Insurance from the suppliers agent showing business liability and works compensation Insurance.

All proposals shall contain a written contract stating work to be done.

**Exhibit "A" to Rule III  
Page 1 of 1**

#### **IV. RULES AND REGULATIONS GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS**

WHEREAS, Section 718.112(2)(c), Florida Statutes, provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements at meetings of the Board; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutes.

NOW THEREFORE, the following rules regarding Unit Owner participation at meetings are adopted:

##### ***A. BOARD AND COMMITTEE MEETINGS***

###### **1. Board and Committee Meetings Defined.**

(a) “Board Meeting” is defined as a quorum of Directors gathered to conduct Association business.

(b) “Statutory Committee Meeting” is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) “Statutory Committee” means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

**2. Attendance at Board or Statutory Committee Meetings.** Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No person other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or required by law.

###### **3. Participation at Meetings.**

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless

approved by the Chairman of the Meeting. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

#### **4. Taping of Meetings.**

(a) Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written notice to the Secretary or Manager at least five (5) minutes before the start of the Meeting advising that the meeting will be tape recorded or videotaped. A separate written notice must be made for each meeting the Unit Owner desires to tape record or videotape.

(c) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person’s view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

### ***B. UNIT OWNER MEETINGS***

**1. Unit Owner Meetings Defined.** “Unit Owner Meetings” is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

**2. Attendance at Unit Owner Meetings.** Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner’s proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman to an Association.

#### **3. Participation at Unit Owner Meetings.**

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

(c) A Unit Owner will only be permitted to speak once in reference to each agenda item. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

#### **4. Taping of Unit Owner Meetings.**

(a) Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such a Meeting shall submit written notice to the Secretary or Manager at least five (5) minutes prior to the start of the meeting.

(b) No tape recording or videotaping of Unit Owner Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person’s view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

### ***C. ENFORCEMENT OF MEETING RULES***

**1. Fines.** The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Act, levy a fine against any person who fails to comply with this Rule.

**2. Legal Action.** The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Rule.

**3. Other Remedies.** Nothing in this Rule shall be construed as a limitation or restriction upon any of the Association’s rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

**V. RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS**

WHEREAS, Section 718.111(12)(c), Florida Statutes, provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules governing inspection of the Official Records of the Association are adopted:

**A. RECORDS DEFINED.** The Official Records available for inspection and copying are those designated by Chapter 718, Florida Statutes, the Florida Condominium Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

**B. RECORDS AVAILABLE.** No records other than those defined above shall be available for inspection or copying.

**C. PERSONS ENTITLED TO INSPECT OR COPY.** No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board or the President or unless required by law.

**D. INSPECTION AND COPYING.**

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request by hand delivery during regular business hours, regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at 6945 Dog Leg Way, Fort Myers, Florida 33919.

Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request. If by hand-delivery during regular business hours, the day following the receipt of the hand-delivery. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted

solely by the person signing the inspection request. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. No inspection or copying of any other records shall be permitted.

**3.** A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month.

**4.** Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

**5.** Records shall generally be made available for inspection by the Association on or before the fifth (5<sup>th</sup>) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10<sup>th</sup>) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.

**6.** If, at or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept or there is no copy machine at the location where the records are being inspected or stored capable

of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company. Copies made by an outside source shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. **Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.** As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents (\$.50) per page and absent a Resolution by the Board to the contrary, copies shall be charged at fifty cents (\$.50) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received.

8. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

9. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

#### ***E. MANNER OF INSPECTION.***

1. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

2. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

***F. ENFORCEMENT OF INSPECTION AND COPYING RULES.***

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

5. The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

## **VI. RULES AND REGULATIONS GOVERNING UNIT OWNER INQUIRIES**

WHEREAS, Section 718.112(2)(a)2, Florida Statutes (2010), provides that the Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple “inquiries” filed by Unit Owners.

NOW THEREFORE, the following Rule is adopted:

1. An “inquiry” is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.

2. An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to at 6945 Dog Leg Way, Fort Myers, Florida 33919.

3. All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry.

4. The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner’s submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.

5. Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association’s substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

6. Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.

7. Any violation of this Rule shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines.

**VII. RULES AND REGULATIONS ESTABLISHING ASSOCIATION FEE SCHEDULE**

The following is a schedule of fees charges by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a Community Association Management Firm or other third party as provided in a written agreement. Attorney’s fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association’s fees.

1. **Deposits:**

<u>Type</u>	<u>Amount</u>
Social/Party Room Deposit.....	\$75.00

2. **Common Element Use Fees:**

<u>Type</u>	<u>Amount</u>
Social/Party Room Clean-Up.....	Members are responsible for any cost of clean up and/or damage

3. **Estoppel Letters:**

Pursuant to Section 718.116(8) of the Act, this Rule constitutes the Board’s Resolution to charge a fee of \$50.00 for estoppel letters, per letter.

4. **Mortgagee/Lender Questionnaires:**

The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the fee is \$150.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form.

5. **Transfer Approvals:**

<u>Type</u>	<u>Amount</u>
Lease Approval.....	\$50.00

6. **Miscellaneous:**

<u>Type</u>	<u>Amount</u>
Photocopying of Association’s Official Records Kept in Paper Form.....	\$.50 (fifty cents) per page
Copying of other Official Records.....	Actual Cost to Association

## **VIII. RULES AND REGULATIONS ESTABLISHING APPLICATION FOR SALE**

WHEREAS, Article 17.2 of the Second Amended and Restated Declaration of Condominium for Myerlee Circle Condominium, provides that no Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Amended and Restated Declarations, to require the use of a uniform application for sale to protect the Association and the unit owners when a Unit is transferred; and

NOW THEREFORE, the following rule is adopted.

1. All transfers of any unit must be approved by the Association in advance and in writing as provided by Article 17.3 of the Second Amended and Restated Declaration of Condominium.

2. All transfers must also be accompanied by the Application for Sale or Transfer which is attached hereto as **Exhibit "A"** to Rule VIII. The Application for Sale or Transfer must be signed by the Unit Owner, the proposed Occupant(s), and upon approval by the Association by the Association's designated representative.

3. Failure to include the attached Application for Sale or Transfer will result in denial of the proposed transfer by the Association.

**APPLICATION FOR SALE OR TRANSFER**

Please submit this completed application for sale to the attention of the Board of Directors at Myerlee Circle Condominium Association Inc., at \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_

To: Board of Directors of Myerlee Circle Condominium Association, Inc.

I intend to purchase Unit No. \_\_\_\_, located at \_\_\_\_\_.  
A copy of the sales contract is attached. I represent that the following information is factual and true. I am aware that any falsification or misrepresentation of the facts in this Application will result in rejection of this Application, or constitute grounds for the Association to void any approval that may be granted. I consent and acknowledge that you may make further inquiry concerning this Application, particularly of the references given below and credit standing.

I have read and agree to be bound by the Declaration, Bylaws, Articles of Incorporation, and the Rules and Regulations of the Association, copies of which documents have been furnished to me by the unit owner.

FULL NAME OF PRESENT OWNER(S) OF UNIT \_\_\_\_\_

FULL NAME OF APPLICANT \_\_\_\_\_

OCCUPATION OF APPLICANT \_\_\_\_\_

POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

FULL NAME OF SPOUSE/CO-APPLICANT \_\_\_\_\_

OCCUPATION OF SPOUSE/CO-APPLICANT \_\_\_\_\_

POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

PRESENT RESIDENCE ADDRESS \_\_\_\_\_

HOW LONG? \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

IF PRESENT RESIDENCE, OR ANY PREVIOUS RESIDENCE, IS CONDOMINIUM, COOPERATIVE OR IS SUBJECT TO REGULATION BY HOMEOWNER'S ASSOCIATION: \_\_\_\_\_

**Exhibit "A" to Rule VIII  
Page 1 of 4**

NAME AND ADDRESS OF ASSOCIATION \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

IF PRESENT RESIDENCE IS RENTAL:

NAME & ADDRESS OF CURRENT LANDLORD \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

NAMES AND ADDRESSES OF EMPLOYER(S) DURING THE THREE YEARS PRIOR TO THE DATE OF THIS APPLICATION, AND THE DATES OF EMPLOYMENT. BEGIN WITH PRESENT EMPLOYER.

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE PERMANENTLY OCCUPYING THE UNIT OR VISITING ON A REGULAR BASIS:

NAME _____	RELATIONSHIP _____
NAME _____	RELATIONSHIP _____
NAME _____	RELATIONSHIP _____
NAME _____	RELATIONSHIP _____
NAME _____	RELATIONSHIP _____

PLEASE PROVIDE THREE (3) PERSONAL REFERENCES (LOCAL, IF AVAILABLE):

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

PERSON TO NOTIFY IN AN EMERGENCY \_\_\_\_\_ PHONE \_\_\_\_\_

I INTEND TO: (CHECK ONE)

- personally reside full-time
- personally reside part-time
- rent the unit

MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S):

CAR NO. 1: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

CAR NO. 2: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

DO YOU HAVE A PET? \_\_\_\_\_

MAILING ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

IF APPLICATION FOR SALE OR TRANSFER IS ACCEPTED, MAILING ADDRESS FOR DELIVERY OF ASSOCIATION MATERIALS (IF DIFFERENT FROM UNIT ADDRESS):

ADDRESS: \_\_\_\_\_

I understand that upon its receipt of a totally completed Application, including a copy of the sales contract acceptable to the Association, application fee and personal interview (if requested), the Association has thirty (30) days within which to accept or reject the Application.

I understand that any violation of the terms, provisions, conditions, and covenants of the Myerlee Circle Condominium documents provides cause for pursuit of remedies therein provided.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-Applicant/Spouse

**Exhibit "A" to Rule VIII**  
**Page 3 of 4**

The individual owner(s) of said unit join in this Application to request the Board to review same and to verify that to the best of their knowledge all information and acknowledgments contained herein are accurate.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Co-Owner

The Real Estate Agent(s) handling this transaction join in this Application to request the Board to review same and to verify that to the best of their knowledge all information and acknowledgments contained herein are accurate.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Real Estate Broker

\_\_\_\_\_  
Real Estate Salesperson

\_\_\_\_\_  
Real Estate Agent

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Application Received \_\_\_\_\_

Interview Completed \_\_\_\_\_  
(Date)

Fee Received \_\_\_\_\_

Response Due \_\_\_\_\_  
(Date)

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature/Printed Name of Association Officer: \_\_\_\_\_

**Exhibit "A" to Rule VIII  
Page 4 of 4**

## **IX. RULES AND REGULATIONS ESTABLISHING APPLICATION FOR LEASE**

WHEREAS, Article 16.1 of the Second Amended and Restated Declaration of Condominium for Myerlee Circle Condominium, provides that Board of Directors shall have the authority to approve all leases and renewals or extensions thereof; and

WHEREAS, Article 16.1 of the Second Amended and Restated Declaration of Condominium further provides that the Board shall have the authority to promulgate or use a uniform lease application; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Amended and Restated Declaration, to require the use of a uniform lease application to protect the Association and the unit owners when a Unit is leased; and

NOW THEREFORE, the following rule is adopted.

1. All leases of any unit must be approved by the Association in advance and in writing as provided by Article 16 of the Second Amended and Restated Declaration of Condominium.

2. All leases must also be accompanied by the Application for Lease which is attached hereto as **Exhibit "A"** to Rule IX. The Application for Lease must be signed by the Unit Owner, the proposed Tenant, and upon approval by the Association by the Association's designated representative.

3. Failure to include the attached Application for Lease will result in denial of the proposed lease by the Association.

**APPLICATION FOR LEASE**

Please submit this completed application for lease to the attention of the Board of Directors at Myerlee Circle Condominium, c/o \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_

To: Board of Directors of Myerlee Circle Condominium Association, Inc.

I intend to lease Unit No. \_\_\_\_, located at \_\_\_\_\_ for a term commencing \_\_\_\_\_ and ending \_\_\_\_\_. A copy of the lease is attached. I represent that the following information is factual and true. I am aware that any falsification or misrepresentation of the facts in this Application will result in rejection of this Application, or constitute grounds for the Association to void any approval that may be granted. I consent and acknowledge that you may make further inquiry concerning this Application, particularly of the references given below and credit standing.

I have read and agree to be bound by the Declaration, Bylaws, Articles of Incorporation, and the Rules and Regulations of the Association, copies of which documents have been furnished to me by the unit owner.

FULL NAME OF PRESENT OWNER(S) OF UNIT \_\_\_\_\_

FULL NAME OF APPLICANT \_\_\_\_\_

OCCUPATION OF APPLICANT \_\_\_\_\_

POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

FULL NAME OF SPOUSE/CO-APPLICANT \_\_\_\_\_

OCCUPATION OF SPOUSE/CO-APPLICANT \_\_\_\_\_

POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

PRESENT RESIDENCE ADDRESS \_\_\_\_\_ HOW LONG? \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

IF PRESENT RESIDENCE, OR ANY PREVIOUS RESIDENCE, IS CONDOMINIUM, COOPERATIVE OR IS SUBJECT TO REGULATION BY HOMEOWNER'S ASSOCIATION: \_\_\_\_\_

**Exhibit "A" to Rule IX  
Page 1 of 4**

NAME AND ADDRESS OF ASSOCIATION \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

IF PRESENT RESIDENCE IS RENTAL:

NAME & ADDRESS OF CURRENT LANDLORD \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

NAMES AND ADDRESSES OF EMPLOYER(S) DURING THE THREE YEARS PRIOR TO THE DATE OF THIS APPLICATION, AND THE DATES OF EMPLOYMENT. BEGIN WITH PRESENT EMPLOYER.

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE PERMANENTLY OCCUPYING THE UNIT OR VISITING ON A REGULAR BASIS:

NAME _____	RELATIONSHIP _____
NAME _____	RELATIONSHIP _____
NAME _____	RELATIONSHIP _____
NAME _____	RELATIONSHIP _____
NAME _____	RELATIONSHIP _____

PLEASE PROVIDE THREE (3) PERSONAL REFERENCES (LOCAL, IF AVAILABLE):

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

PERSON TO NOTIFY IN AN EMERGENCY \_\_\_\_\_ PHONE \_\_\_\_\_

MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S):

CAR NO. 1: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

CAR NO. 2: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

DO YOU HAVE A PET? \_\_\_\_\_

MAILING ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

IF APPLICATION FOR LEASE IS ACCEPTED, MAILING ADDRESS FOR DELIVERY OF ASSOCIATION MATERIALS (IF DIFFERENT FROM UNIT ADDRESS):

ADDRESS: \_\_\_\_\_

I understand that upon its receipt of a totally completed Application, including a lease acceptable to the Association, application fee and personal interview (if requested), the Association has thirty (30) days within which to accept or reject the Application.

I understand that any violation of the terms, provisions, conditions, and covenants of the Myerlee Circle Condominium documents provides cause for pursuit of remedies therein provided.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-Applicant/Spouse

**Exhibit "A" to Rule IX  
Page 3 of 4**

The individual owner(s) of said unit join in this Application to request the Board to review same and to verify that to the best of their knowledge all information and acknowledgments contained herein are accurate.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Co-Owner

The Real Estate Agent(s) handling this transaction join in this Application to request the Board to review same and to verify that to the best of their knowledge all information and acknowledgments contained herein are accurate.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Real Estate Broker

\_\_\_\_\_  
Real Estate Salesperson

\_\_\_\_\_  
Real Estate Agent

\*\*\*\*\*

Application Received \_\_\_\_\_ Interview Completed \_\_\_\_\_  
(Date)

Fee Received \_\_\_\_\_ Response Due \_\_\_\_\_  
(Date)

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature/Printed Name of Association Officer: \_\_\_\_\_

**Exhibit "A" to Rule IX  
Page 4 of 4**

**X. RULES AND REGULATIONS ESTABLISHING ASSOCIATION ADDENDUM TO LEASE AGREEMENT**

WHEREAS, Article 16.1 of the Second Amended and Restated Declaration of Condominium for Myerlee Circle Condominium, provides that all leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association; and

WHEREAS, Article 10.4 of the Second Amended and Restated Declaration of Condominium for Myerlee Circle Condominium, provides that the “Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to the Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, interests, costs, and attorney’s fees and receiver’s fees, if applicable, are satisfied;” and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Amended and Restated Declarations, to require the use of a uniform lease addendum to protect the Association and the Unit Owners when a Unit is leased; and

WHEREAS, pursuant to Section 718.116(4), Florida Statutes “if the association is authorized by the declaration or bylaws to approve or disapprove a proposed lease of a unit, the grounds for disapproval may include, but are not limited to, a unit owner being delinquent in the payment of an assessment at the time approval is sought.”

NOW THEREFORE, the following rule is adopted.

1. All leases of any Unit must be approved by the Association in advance and in writing as provided by Article 16 of the Amended and Restated Declaration.
2. All leases must also be accompanied by the Uniform Lease Addendum which is attached hereto as **Exhibit “A”** to Rule X. The Uniform Lease Addendum must be signed by the Unit Owner, the proposed Tenant, and upon approval by the Association by the Association’s designated representative.
3. Failure to include the attached Uniform Lease Addendum will result in denial of the proposed lease by the Association.

**ADDENDUM TO LEASE AGREEMENT BETWEEN  
LANDLORD AND TENANT AND ASSIGNMENT OF RENTS FROM LANDLORD  
TO COMMUNITY ASSOCIATION FOR AMOUNTS OWED**

The provisions contained herein modify the lease agreement (“Lease”) between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”), entered into on \_\_\_\_\_, for the lease of real property located at \_\_\_\_\_, and serve as an agreement between Landlord and Myerlee Circle Condominium Association, Inc. (“Association”) to assign rents payable to Landlord pursuant to the Lease from Landlord to Association for past-due and owing assessments, interest, costs and reasonable attorney’s fees, which amounts are due pursuant to obligations of Landlord arising from any one, or more, of the Amended and Restated Declaration of Condominium for Myerlee Circle Condominium Association, Inc., recorded at Instrument No. \_\_\_\_\_, Public Records of Lee County, Florida, and all valid amendments thereto.

Execution of this Lease Addendum is a required condition of rental of a unit, pursuant to the authority of the Association contained in the Declaration of Condominium.

The Lessor and Lessee hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Lessor and Lessee further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Condominium Documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. Further, Lessor and Lessee also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Lessee and all proposed Occupants of the Unit, Lessee specifically authorizes Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association. Further, Lessor and Lessee acknowledge that Association may require an interview with prospective Tenants/Occupants of a Unit, prior to occupancy. Lessor and Lessee agree that no proposed Tenant or Occupant shall take possession of a Unit prior to the approval of the lease application by the Association. Lessor and Lessee represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Lessor and Lessee acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

**Exhibit “A” to Rule X  
Page 1 of 5**

Further, the parties agree as follows:

1. **USE:** The Lessee (which term shall at all times in this Addendum include all proposed Occupants of the Unit) will use the premises only for single family, residential purposes by Lessee and his Family members who have been listed and approved in Lessee's application for Association approval of this Lease. Single family shall mean one person or not more than two unrelated persons living together as a single housekeeping unit or three or more persons living together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Lessee will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations (hereinafter "Condominium Documents") by the Lessees or their family, guests or invitees shall be deemed a breach of the Lease, and Association or Lessor shall have the option to terminate the Lease Agreement and resume possession of the property. Lessee acknowledges, by signing this Addendum that he has read, understands, and agrees to abide by the Condominium Documents.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Lessor and Lessee further agree that Association may act in its own rights, or in cases where Lessor fails to act in a timely manner, as Lessor's agent, to terminate the Lease and may institute proceedings against Lessee, in Lessor's name, or in Association's name in its own right. In either such cases, Lessor shall be responsible to Association for all expenses incurred, including attorney's fees, without waiver of the right of any action by Lessor against Lessee.

4. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** No assignment of the Lease or sub-leasing of any part of the leased property by the Lessee shall be valid without the consent of Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Lessee hold over the premises, without the prior approval of the Association

5. **INSPECTION OF PREMISES:** The Association and Lessor or his agent, have and are hereby granted the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs, decoration, alterations, or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Condominium Documents. Lessor and Lessee acknowledge that Association retains a pass key to the premises.

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6. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:**

The Association shall not be liable to Lessor, or to Lessee, or Lessee's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Lessee recognizes that Association does not warrant the security of the property, and is not responsible for safety of Lessee, other unit occupants, nor their property. Lessor and Lessee jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Lessee's use of the premises, or from any activity or work permitted to be suffered by Lessee in or about the premises. Association shall not be liable for personal injury, or damages to lessee's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of common elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Lessee agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Lessee or other person upon the premises.

7. **DEFAULT/ENFORCEMENT:** If the Lessee fails to comply with any of the material provisions of the Condominium Documents, or materially fails to comply with any duties imposed by him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Lessor or Association specifying the noncompliance and indicating the intention of the Association or Lessor to terminate the Rental Agreement by reason thereof, Association or Lessor may terminate the Rental Agreement. Association and/or Lessor shall have no obligation to allow Lessee to cure such violations if such noncompliance is of a nature that Lessee should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2010), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Lessor of a similar violation. In such instances, Association or Lessor may deliver a written notice to Lessee specifying the noncompliance and the Association's or Lessor's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Lessee should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Lessor's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Lessee will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Lessor and Lessee acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium Property in contravention of the Condominium Documents. Lessor and Lessee also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Lessees, for violation of the Condominium Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Condominium Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Lessor and Lessee shall be jointly and severally liable for the payment of any fine duly

**Exhibit "A" to Rule X  
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levied by the Association, arising out of the conduct of Lessee, his family, guests, and invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph #9 of this Lease Addendum with respect to the collection of fines.

8. **COSTS AND ATTORNEY'S FEES:** If either the Lessor or the Lessee fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

9. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Lessor is delinquent in Lessor's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Lessee to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Lessee and Lessor. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Lessee or Lessor. Failure of Lessee to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Lessee. Lessee shall be entitled to set off against rent payable to Lessor for any and all amounts paid by Lessee to Association hereunder.

10. The Lessor hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Lessee in the event that the Landlord becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Lessor and Lessee the notices described in Paragraph 9 above.

11. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Lease Addendum may only be modified by an instrument signed by Lessor, Lessee and Association.

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D. **Captions:** The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies in Lee County.

G. **Anti-Discrimination Policy:** Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LESSOR:

\_\_\_\_\_ Date: \_\_\_\_\_

LESSEE:

\_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit "A" to Rule X  
Page 5 of 5**

## **XI. RULES AND REGULATIONS ESTABLISHING ASSESSMENT COLLECTION POLICY**

WHEREAS, Myerlee Circle Condominium Association, Inc. (hereinafter referred to as “Association”) desires to adopt a policy regarding the collection of Assessments; and

NOW THEREFORE, the Board of Directors of the Association hereby establishes the following assessment collection policy. All capitalized terms shall be given their meaning as described in the Condominium Declaration or the Act, as those terms are defined later herein, or the definitions ascribed to said terms in this Policy:

1. Article 10 of the Second Amended and Restated Declaration of Condominium of Myerlee Circle Condominium (hereinafter referred to as “Declaration”), as amended, states in pertinent part:

**10. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

**10.1 Liability for Assessments and Charges.** A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorney’s fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

**10.2 Default in Payment of Assessments for Common Expenses or Charges.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees and for reasonable attorney’s fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or

enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statutes (2010), as amended from time to time. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

**10.3 Notice of Intention to Foreclose Lien.** So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

**10.4 Attachment of Rental Income When Unit is Delinquent.** Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid

on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

**10.5 First Mortgagee.** The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2010), as amended from time to time.

**10.6 Certificate of Unpaid Assessments or Charges.** Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

**10.7 Lien for Charges.** There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

**10.8 Other Remedies.** The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

2. The following provisions of Chapter 718, Florida Statutes (2010), the Florida Condominium Act (hereinafter referred to as the “Act”), address rights and remedies of the Association in connection with delinquent Assessments as follows:

(a) Section 718.112(2)(d)1 of the Act provides that a person who is delinquent in the payment of any monetary obligation is not eligible for Board membership.

(b) Section 718.112(2)(g) of the Act permits the acceleration of Assessments of an owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of year is filed.

(c) Section 718.112(2)(n) of the Act provides that a Director or Officer more than 90 days delinquent in the payment of any monetary obligation shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(d) Section 718.116(4) of the Act provides that if the Association is authorized by the Declaration or Bylaws to approve or disapprove a proposed lease of a unit, the grounds for disapproval may include, but are not limited to the Unit Owner being delinquent in the payment of an Assessment at the time approval is sought.

(e) Section 718.116(6)(c) of the Act provides that if a Unit Owner remains in possession of a Unit after a foreclosure judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay reasonable rental for the Unit. This provision of the Act further provides that if the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to appointment of a receiver to collect the rent.

(f) Section 718.121 of the Act provides that no lien may be filed by the Association until thirty days after the date on which a notice of intent to file a lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and delivered to the Owner at the address of the Unit if the Owner’s address is reflected in the records of the Association is not the Unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by first-class United States mail is sufficient. Delivery of the notice (hereinafter “Statutory First Notice”) is deemed given upon mailing as required by the Act.

(g) Section 718.303(3) of the Act provides that if any Unit Owner is more than 90 days delinquent in the payment of any monetary obligation to the Association, the Association may suspend the right of the Unit Owner, or a Unit’s occupant, licensee or invitee to use common elements, common facilities or any other Association property until the monetary obligation is paid.

(h) Section 718.303(5) of the Act provides that the Association may suspend the voting rights of any Unit Owner if such Unit Owner becomes more than 90 days delinquent in the payment of any monetary obligation to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

3. References to “Assessments” herein shall refer to Annual Assessments which are payable monthly or quarterly, as specified by the Board, and due on the first day of each month or quarter, as applicable (hereinafter the “Assessment Due Date”) and Special Assessments which are due on the date specified by the Board in the notice of the assessment given pursuant to Section 718.116(10), of the Act (“Special Assessment Due Date”). The Assessment Due Date and Special Assessment Due Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within ten (10) days after the Due Date shall be considered delinquent.

4. A monetary obligation as that term is used herein shall include any regular Assessment, Special Assessment, Fine, or Charge authorized by the Declaration, the Bylaws of the Association or the Act.

5. If payment of an Assessment in full has not been received by the Association, at such location as the Association may specify from time to time, within ten (10) days of the Due Date, the Association (either itself, or through its agent) will add a late fee of five percent (5%) of the installment due, or \$25.00, whichever is greater. Interest at 18% per annum shall also be added, retroactive to the due date.

6. Once any Assessment is thirty (30) days past the Due Date, the Association will turn the matter over to its attorney, who in turn will send a Statutory First Notice. Delinquency for the purposes of this Policy shall be measured from the Due Date, without regard to the ten day “grace period” provided in Paragraph 3. Owners shall be responsible for all applicable late fees and interest as referenced above, as well as all reasonable expenses of collections and costs and attorney’s fees affiliated with the statutory First Notice.

7. Once any Assessment is sixty (60) past the Due Date, or the payment deadline from the attorney’s Statutory First Notice has lapsed, whichever is later, the Association’s attorney shall record a claim of lien and provide the Unit Owner with notice of intention to foreclose a lien, as required by the Act, in order to collect the outstanding amounts owed, including but not limited to the amount of the delinquent Assessment(s), interest, late fees, attorney’s fees and costs, reasonable collection expenses and any amounts that have been accelerated. The President of the Association, or the Manager, shall have the authority to instruct counsel to also accelerate remaining assessments for the fiscal year, if after consultation with legal counsel, the President or Manager believes that acceleration is in the best interest of the Association, which may be considered on case-by-case basis. Such claim of lien shall also secure, including but not limited to, all unpaid Assessments, attorney’s fees, interest, late fees and costs and reasonable expenses of collection which are due or may become due subsequent to the date the claim of lien is recorded. The Association’s attorney will also send a notice advising the owner that a foreclosure action will be commenced unless the entire amount indicated on the

claim of lien, as well as any sums that have accrued since the date of the claim of lien, are paid within thirty (30) days from the date of the notice.

8. The Association has the authority to approve lease applications pursuant to Article 16 of the Declaration. If a Unit Owner is delinquent in the payment of Assessments at the time an application for rental or lease of a Unit is received, the President or Manager shall have the authority to deny the application, without need for prior approval of the Board of Directors. The Association may grant conditional approval for lease or rental of a Unit when the Unit is delinquent in the payment of Assessments contingent upon written agreement from the Unit Owner and the Tenant to pay all rent due from the Tenant to the Unit Owner to the Association, until all past-due Assessments (including late fees, interest, cost, and attorney's fees) have been paid up, with an additional proviso that future rentals may be directed to the Association if the Unit again becomes delinquent in the payment of Assessments during the lease term. Further, the Association shall have the right to attach rental income as may be authorized by the Declaration, the Bylaws, or law.

9. Pursuant to Article 17.4 of the Declaration, the Association may withhold approval for transfer of a Unit until all past-due Assessments (including late fees, interest, cost, reasonable collection expenses, and attorney's fees) have been paid.

10. Any person who is delinquent in the payment of any monetary obligation to the Association by more than 90 days is not eligible to sit on the Board of Directors. If such an individual has submitted a Notice of Intent to run for the Board, their name shall be included on the Annual Meeting Ballot. However, if such individual remains delinquent at the time of the election, votes cast for such individual shall not be counted and the next highest vote recipient shall be seated, as applicable. Further, such individual shall not be eligible for appointment to the Board, in the event of no election.

11. Should any person become more than 90 days delinquent in the payment of any monetary obligation to the Association, the Board of Directors shall consider the suspension of such Unit Owners, or Unit occupant, invitee, or licensee's, use rights of the Common Elements and Association Property at a regularly scheduled Board meeting or a special meeting of the Board. In the event that such suspension is imposed at said meeting, the Association shall notify the Owner, and if applicable, the Unit's occupant, licensee or invitee of such suspension by mail or hand delivery. Such suspension shall be for a reasonable time, as determined by the Board.

12. Should any Unit Owner become more than 90 days delinquent in the payment of any monetary obligation to the Association, such Unit's voting rights are suspended by virtue of this Resolution. The Board of Directors or its agent shall send written notice of such suspension to the subject Unit Owner. However, the failure to send such notice shall not be considered a waiver or any right of the Association nor shall such notice be a condition precedent to the automatic suspension of a Unit Owner's voting rights. Such suspension shall continue until the receipt of full payment of all obligations currently due or overdue the Association. The Unit Owners whose voting rights have been suspended by this Resolution shall be subtracted from the quorum and voting requirements of any votes taken during such suspensions to the extent permitted by the Act, the Declaration or the Association's Bylaws.

13. It is the intent of the Board that this collections policy be adhered to as closely as possible. However, any deviation from or waiver of this Policy will not affect the collections process and cannot be raised as a defense by a delinquent Unit Owner in any collections proceeding. Further, the Board shall have the authority to deviate from or waive the provisions of this Policy, when in the opinion of the Board of Directors, the best interests of the Association are served by such waiver or deviation, including but not limited to situations where substantial hardship or excusable neglect by the Unit Owner has been shown. The waiver or deviation of the provisions of this Policy in one instance shall not require waiver or deviation in any other instance.

14. The President of the Association or the Manager of the Association shall have the authority to implement this Policy, without need for specific approval of the Board, except that the suspension of use rights provided for in Paragraph 11 and the waivers provided for in Paragraph 13 shall be considered by the Board.

## **XII. RULES AND REGULATIONS ESTABLISHING FORM OF QUESTION AND ANSWER SHEET**

WHEREAS, Section 718.504, Florida Statutes (2010) provides:

...In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the division and a copy of the financial information required by s. [718.111](#). This page shall, in readable language, inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; shall indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; shall contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which shall further identify the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; shall state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of \$100,000; and which shall further state whether membership in a recreational facilities association is mandatory, and if so, shall identify the fees currently charged per unit type.

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Amended and Restated Declarations, to create "Form" Frequently Asked Questions and Answer Sheet to be updated annually; and

NOW THEREFORE, the following rule is adopted.

2. The Board of Directors shall update the Frequently Asked Questions and Answer Sheet which is attached hereto as **Exhibit "A"** to Rule XII annually.

FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET

Myerlee Circle Condominium Association, Inc.

As of \_\_\_\_\_, 20\_\_

**Q: What are my voting rights in the condominium association?**

A: An Association member is entitled to one vote for each unit owned. Generally speaking, unit owners are entitled to vote for the election of Directors, the level of reserve funding, waiver of certain financial reporting requirements, and amendments to the Declaration of Condominium, Articles of Incorporation and Bylaws of the Association. Owners are entitled to vote in person or by limited proxy. The election of Directors is conducted at the annual meeting through a balloting procedure.

**Q: What restrictions exist in the condominium documents on my right to use my unit?**

A: Article 14 of the Second Amended and Restated Declaration of Condominium, contains restrictions regarding occupancy, pets, signs, residential use and nuisances. The foregoing is only a listing of some of these restrictions. Additional restrictions may be found in the Second Amended and Restated Declaration of Condominium and Amended and Restated Rules and Regulations. All prospective buyers are urged to review the Condominium Document carefully.

**Q: What restrictions exist in the condominium documents on the leasing of my unit?**

A: Entire Units may be leased as set forth in Article 16 of the Second Amended and Restated Declaration of Condominium. No Unit may be leased more than two (2) times in any calendar year, with the minimum lease term being one hundred eighty (180) days. No lease may be for a period of more than one (1) year.

**Q: How much are my assessments to the condominium association for my unit type and when are they due?**

A: As the owner of a unit in Myerlee Circle Condominium, your fee is \_\_\_\_\_ due \_\_\_\_\_.

**Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?**

A: No.

**Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much and I obligated to pay annually?**

A: No.

**Q: Is the condominium association or other mandatory membership association involved in any cases in which it may face liability in excess of \$100,000? If so, identify each case.**

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS THERETO, THE SALE CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

**Exhibit "A" to Rule XII  
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