

11/4/2016

# **SUMMIT TOWERS**

# **CONDOMINIUM**



# **RULES AND**

# **REGULATIONS**

Updated as of October 19, 2016

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**February 22, 2011**

**Welcome to the Summit Towers Condo**

**Dear Owner/Lessee,**

The Rules and Regulations contained herein are an ever-changing document. As the needs of our Condominium changes, so to do our rules. You will note that each rule has the date that it was passed as well as the date that it was modified. It is possible that by the time you are reading this copy of the rules, it has been amended.

The Rules and Regulations in this booklet are in addition to the Condominium Documents. Nothing written in this document in any way conflicts with the Condominium Documents and/or Florida Statutes.

Owners who rent out their apartments must obtain a copy for their tenants and inform their tenants of their responsibilities. Fines can be assessed for non-compliance with these rules. As the Owner, you are responsible for the actions of your family, tenants, guests and contractors.

We have a table of contents for easy reference. It is imperative that every Owner, Renter, and Guest becomes familiar with, and abides by, these rules. Through mutual respect and individual responsibility, we can ensure that the quality of life and values of our property is maintained.

If you have any questions or concerns, please contact the office. If you wish to be part of the committee that oversees these rules and regulation you can join in the office

Jeffrey Spiro, Ph.D.  
President, Board of Directors

## **1. GENERAL INFORMATION ON RULES & REGULATIONS** *(As approved at the board meetings of May 20, 2010 and July 22, 2010)*

### **1.A. PER ARTICLE IV SECTION 10(d) OF ASSOCIATION BY-LAWS**

“...state that the powers of the Board of Directors should specifically include: “The power to make and amend Regulations respecting the operation and use of the common elements and condominium property and facilities, and the use and maintenance of condominium units therein”. The following rules and regulations, therefore, are legal documents and are enforceable under the condominium laws of the State of Florida.

### **1.B. PER THE ARTICLE XII OF THE CONDOMINIUM DOCUMENTS**

*(As amended at the board meeting of Dec. 15, 2011)*

(1) “... the Unit Owner shall not permit or suffer anything to be done or kept in his Unit, which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noise, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral acts in or about the Condominium property.”

(2) “No person(s) shall use common elements or the limited common elements, or a Condominium or the Condominium property, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as promulgated by the Association from time to time.”

### **1.C. THE GENERAL MANAGER IS AUTHORIZED TO MAKE A ONE-TIME EXCEPTION TO ANY OF THESE RULES.**

### **1.D. A RESIDENT IS DEFINED BY ANY ONE OF THE FOLLOWING:**

*(As amended at the board meeting of March 19, 2014)*

- (1) An owner who is not renting his/her unit.
- (2) Any person while under the terms of their rental agreement.
- (3) Any person (adult/child) living at the Summit for over 30 days.

## **2. COMMUNITY LIVING** *(As approved at the board meetings of May 20, 2010, Aug.8, 2013, May 21, 2014, June 18, 2015, July 16, 2015, Nov.12, 2015, July 20, 2016 and October 19,2016)*

### **2.A. ACCESS**

(1) Issuance of Key FOBs shall be limited to Unit Owners and/or approved renters. FOBs may be purchased from the Association’s management office for a fee of \$50 per FOB. FOBs are registered to a specific Unit, and are non-transferrable.

(2) No more than three (3) FOBs can be active for any unit (The Board of Directors will consider special requests submitted in writing for additional FOBs). If additional FOBs are approved, the \$50 rule shall apply. The FOBs cannot be returned to the office. The fee is non-refundable.

(3) Key FOBs issued to renters will automatically deactivate upon the expiration of their applicable lease. If the lease is renewed or extended, the Unit Owner must provide a copy of the renewal or addendum to the lease to the Association’s management office in order for the FOBs to be reactivated.

(4) Lost or physically Broken FOBs can be replaced for the \$50 fee.

### **2.B. GUESTS & VISITORS**

(1) A “Visitor” is defined as someone remaining on property for less than twenty four (24) hours.

(2) A “Guest” is defined as someone remaining on property for more than twenty four (24) hours.

Guests are required to be authorized in writing by the unit owner or tenant named on the lease. The authorization should specify the confirmed dates and length of stay, and should be received by the Association’s management office during regular business hours at least 48 hours in advance of the guest’s arrival. This does not apply to those who have already been pre-registered by the resident as having “permanent access.”

(3) All Guests and Visitors are required to register at the Front Desk indicating the unit they are visiting.

(4) The Security Desk must announce the guest’s presence to their hosts before they will be admitted access to the building unless they have been granted authorized access through pre-registration with the management office and/or the front desk.

(5) If the resident being visited is not on the premises, the guest/visitor will be denied entry unless the resident is available to authorize access via telephone, or has granted the guest access in advance via the appropriate “Access Authorization” form.

(6) Residents must make all arrangements for unit access with their guests (i.e. provision of keys, key fobs, etc.)

(7) "Lockout" service will only be provided to guests/visitors under the following circumstances:

- a. The resident of the unit is able to authorize access via telephone (having been contacted by the Association on the phone number on file)
- b. The resident of the unit has pre-approved lockout service in advance via the appropriate "Access Authorization" form.

## 2.C. SMOKING

Smoking is not permitted in any indoor area of the building except your own unit. Outside of the building smoking is only permitted in designated areas. These designated areas are posted on the bulletin board located in the mailroom of each building. You are responsible to inform your contractors and visitors of this rule. Smoking in violation of this rule shall constitute a nuisance pursuant to section 2.E. of these Rules & Regulations.

### Definitions:

**Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or form. Smoking also includes use of electronic cigarettes.

**Electronic Cigarette.** The term "electronic cigarette" means any electronic device that produces a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

## 2.D. DRESS CODE

Shirt and shoes are required at all times in all interior common areas, to include inside service in the restaurant and using the elevators. The only exceptions are the Pool Deck areas and beach elevator.

## 2.E. NUISANCE(S)

- (1) A "nuisance" is the use of property or course of conduct that interferes with the legal rights of others by causing damage, annoyances or inconvenience.
- (2) No resident, nor their families, guests or visitors are permitted to cause nuisances that affect the reasonable and peaceful enjoyment of the premises.
- (3) Noxious odors are considered a nuisance.
- (4) Noise and Sound must be kept to a minimum at all times, with the volume of any sound equipment lowered from 11:00 PM to 9:00 AM.
- (5) Any noisy type of repairs or work which will emanate outside the unit cannot begin prior to 9:00 AM or end later than 5:00 PM on weekdays; 9:00 AM to 2:00 PM on Saturday. Only emergency work can be done beyond the stated hours, on Sundays and on Holidays.

## 2.F. FIREWORKS

Fireworks of any type may not be used anywhere on Summit Property.

## 2.G. DAMAGE

*(As amended at the board meeting of October 19,2016)*

- (1) Unit owners are financially responsible for any damages to the Summit Towers Condominium, its common elements or its property caused by or originating from: themselves, their tenants, visitors, guests or their property. If damage occurs and the person responsible is aware (e.g.; car hitting pole in garage) and it is not reported to The Summit staff, then the owner will be fined \$100 plus the cost of the repairs.
- (2) In the event that the Association must initiate a repair to any property damage that an owner is responsible for, the Association will apply the charges for reimbursement of those repairs against the responsible owner's account as "House Charges".

### 3. COMMON AREAS

*(As approved at the board meetings of April 22, 2010, March 22, 2012, April 19, 2012, March 19, 2014, April 23, 2014, May 21 2014, July 20, 2016 and October 19,2016)*

#### 3.A. GENERAL RULES OF COMMON AREAS

*(As amended at the board meeting of October 19,2016)*

(1) All common walkways including, but not limited to: sidewalks, entrances, doorways, corridors, halls, lobbies and elevators, must be kept clear and open at all times, and shall not be obstructed in any manner unless a material hazard is identified. Rugs, door mats or liners may not be placed outside any unit in hallway or corridors. The unit owner may not place garbage cans of any kind in any common area.

(2) No resident may avail himself of any common area utilities (gas or electric) for any personal use. Residents shall not keep apartment entrance doors open for the purpose of using the cooled air of the corridors to cool apartments.

(3) The tampering with common area utilities or any part thereof is strictly prohibited.

(4) There is no eating or drinking permitted in the main lobbies of the buildings.

(5) The Association is not responsible for any damages or injuries resulting from the use of the exercise or sauna rooms or equipment. The use of the rooms or participation in any class held by volunteers or use of any equipment is solely at your own risk. Consult a physician prior to beginning any exercise program. No commercial classes are permitted without Board approval.

(6) Any person under the age of sixteen (16) years must be accompanied by an adult at all times, unless, otherwise provided for within these Rules and Regulations.

(7) It is not permissible to secure, affix or attach any personal item(s) to any portion of the common areas.

(8) Religious objects not to exceed 3" width, 6" height and 1.5" deep are permissible for attachment on the mantel or frame of the door of the Unit.

(9) Christmas Wreaths may be hung on the doors during the Month of December. All Wreaths must be removed no later than January 8th.

Residents and guests may not leave any gate and/or access door open.

(10) Residents and guests may not prop open any gate and/or access door.

(11) The use of a single common area is limited to 2 hours in the event other residents are interested in using the same common area.

(12) If asked by Summit Towers security staff, individuals that are in the common areas must identify the unit (by resident's name or unit number) that they are visiting or in which they are residing.

#### 3.B. SIGNS *(As amended at the board meetings of March 10, 2011 and Dec.18, 2014.)*

(1) No signs, notices, posters of any description shall be posted in the common areas except those specifically authorized by permission of the Management Office. Only signs, newsletters and notices approved by Management are permitted at Unit doors. No notices of any kind may be hung on or placed under the doors of individual units except as specifically authorized by the Association.

(2) Notices may be posted on Garage and Mail Room bulletin boards by permission of the Management Office. These boards may be used for posting information for all in-house organizations authorized by the Board of Directors. Only notices from individual unit owners to sell or rent their Summit units, furnishings, or parking spaces, as well as notices of condolence, will be permitted.

(3) Notices of community interest may be posted at the discretion of the Board of Directors. Any owner requesting that a notice be posted must get approval first at the Management Office.

(4) Official postings of the Association will be posted on the bulletin boards parallel to the mailboxes in both towers, and may also be posted in additional common area locations as designated by the Board of Directors and/or Management.

#### 3.C. SKATEBOARDS, BICYCLES, ETC.

The recreational use of skateboards, bicycles, segways, roller skates and items of a similar nature are forbidden in the Summit parking garage, pool deck, regular elevators, lobbies, hallways or anywhere else in the interior common elements of the buildings. The only part of the property that these items may be ridden on is the sidewalk. These items are to be stored only in the Bicycle Rooms or in the resident's unit. The service elevators or beach elevator may be utilized to transport these items when brought through the parking garage. Any or all of these items must be walked when transporting them through and/or within the restricted areas previously mentioned, and may not be used or ridden.

### 3.D. BICYCLE RULES

*(As amended at the board meetings of Dec. 15, 2011, Sep. 10, 2015 and July 20, 2016)*

- (1) Bicycles may be kept only in the Bicycle Room and/or inside your Unit (and not on your balcony). If you wish to keep your Bicycle in the Bike Rooms in the Garage, it must be registered annually with the Management Office and tagged properly or it will be removed and discarded. Any bicycle left in an unauthorized location is also subject to removal.
- (2) No one under the age of 16 is allowed in the Bicycle Room without adult supervision.
- (3) No more than four (4) bicycles per apartment are permitted in the Bicycle Room due to space availability.
- (4) Service elevators or the beach elevator must be used to transport bicycles.
- (5) Storage in the outdoor daytime rack: You may leave your bicycle on the outside bicycle rack only from 6AM to 10PM. Any bicycle found there at any other time will be removed. Do not lock your bicycle to anything but the rack. Use only the northeast corner fence gate to bring a bicycle from off-property to the rack, and from the rack to off-property.
- (6) The Summit Towers Association is not responsible for any expenses, damages or loss for storage or removal of bicycles.
- (7) The owner will assume liability for any damages incurred as a result of transporting their bicycle through The Summit property.

### 3.E. DRONES

- (1) Drones are not permitted to be used on or above Summit Property. A drone is defined as any unmanned aircraft or ship that is guided remotely.

### 3.F. PETS

*(As approved at the board meeting of April 16, 2015)*

- (1) Pets of any kind are not allowed to live on or visit the property.
- (2) Any Unit Owner who has a pet is in violation of this rule, and the matter will be turned over to the Board for action.
- (3) Only 'Service Animals' (i.e., seeing eye dogs, etc.) and/or 'emotional support animals' registered with governmental authorities will be allowed onto Summit property. It is the responsibility of the owner of the service animal/emotional support animal, to register with the office and to follow all rules and regulations of the Summit.
- (4) Any Owner or resident that needs to have a service animal/emotional support animal, must request reasonable accommodation in the form of a waiver of the Association's pet rules (by filling out an Application for Reasonable Accommodation). The Owner/Resident shall notify the Association and provide information to the Board of Directors in compliance with Federal, State and/or Local Fair Housing laws, justifying the need for such accommodation. Applications for Reasonable Accommodation are available in the Management Office.
- (5) All service animals/emotional support animals must be kept on a leash while on Summit property.
- (6) Additional regulations for maintaining a support/service animal on the premises are listed within the "Request for Reasonable Accommodation Policy & Procedure" form, which is included in the Request for Reasonable Accommodation Application packet.

### 3.G. ELEVATORS

- (1) Service Elevators must be used for moving in/out of the Condominium. A moving in/out deposit of \$100.00 is required. If the elevator is left in good repair and clean, the deposit will be refunded.
- (2) Service Elevators must be used for deliveries of furniture, transporting bicycles, etc. If you are expecting any item too large for the valet cart, you must reserve the service elevator at the Management Office on a first come, first serve, basis.
- (3) Valet Carts are to be used in the Service Elevators only. Do not use the passenger elevators with the Valet Carts.

### 3.H. TRASH DISPOSAL

*(As approved at the board meeting of Nov. 12, 2014)*

- (1) All trash must only be placed in plastic trash bags and placed down the trash chute.
- (2) Items too large for the chute (i.e. pizza boxes, large bags, etc.) must be brought to the garage and put into the appropriate container located on the first floor of the garage.
- (3) Contractors must remove all cartons, packing material, carpet padding and construction debris from the premises. These items are not to be discarded using the trash chute or any Summit trash or waste container.
- (4) Any items you are donating must be scheduled as a delivery pickup from your unit. They are not to be left in the lobby, hallways or any other area.
- (5) Any large items you are discarding (furniture, toilets, etc.) must be removed from the property. There are no dumpsters available to discard these objects.
- (6) Requests for attempted retrieval of items accidentally thrown down the trash chute will be handled by the maintenance department at the standard House Charge fee. As there is a trash compactor at the bottom of each trash chute, retrieval is not always possible, and therefore not guaranteed. If the item is difficult to retrieve, the Property Manager will determine at what point the attempted retrieval will be called off. House Charges will be applied regardless of whether the retrieval is successful or not.

### 3.I. VALET CARTS

*(As approved at the board meeting of Nov.8, 2012. As amended at the board meeting of Dec.17, 2014)*

- (1) Valet carts can be checked out from the concierge desk and used by an owner or renter or by their authorized representative. Valet carts may not be reserved. Valet carts may be used for up to 30 minutes. If additional time is needed, it must be pre-approved by the concierge.
- (2) They must be used in the service elevator
- (3) Valet carts may be used in the garage.
- (4) If you are alone in your car, you may drive to the front of the building, load the valet cart, with your items, and have the concierge watch your items at your own risk, while you park your car. You have 10 minutes to retrieve your items ("items" is defined as small bags such as grocery bags, clothes from the dry cleaners, NO furniture).
- (5) Valet carts may not be used for any construction materials
- (6) You may only sign out (1) valet cart per unit at a time.

### 3.J. GATHERINGS IN THE COMMON AREAS

*(As approved at the board meeting of Sep.26, 2013)*

Any owner (and/or resident) interested in having a gathering of 10 or more non-residents in a common area (e.g. pool deck, BBQ area, East/West Café, outside sitting areas, lobbies, lounges, etc.) must obtain property manager pre-approval.



## **4. INFORMATION AND ASSISTANCE**

*(As approved at the board meetings of May 20, 2010, July 22, 2010, June 11, 2014 and Oct. 15, 2014)*

### **4.A. MANAGEMENT OFFICE**

*(As approved at the board meetings of Sep. 26, 2013, Oct. 24, 2013 and Oct. 15, 2014)*

(1) The Management Office Staff is available to give residents assistance and information in keeping with their duties to the Association. Such requests should be confined to regular office hours, except in the case of an emergency. Check the Management Office door for office schedule. The Management Office is closed on Saturdays, Sundays and all legal holidays.

(2) Suggestions or concerns should be submitted in writing to the Management Office on the Comment Form or the Maintenance Request Form.

(3) No Unit Owner, resident or lessee may criticize, correct, instruct or question any employee for any reason whatsoever. Any criticism, comment or opinion with regard to any employee must be stated in writing to the property manager or the Board of Directors.

(4) We have a "zero" tolerance towards abuse, either physical or verbal, at The Summit. No unit owner, guest, resident, lessee or vendor may verbally or physically accost any staff member or Summit volunteer at any time for any reason.

(5) The Association maintains an electronic database to track and maintain all Resident Information. Any requested changes by the office staff in resident information must be made in writing, and must come from the Resident directly or their pre-approved representative.

### **4.B. PACKAGING**

Residents must sign a "Parcel Receipt Authorization" form which contains the rules and regulations for the receipt of packages at the Association, and submit it to the management office.

## **4.C. MAINTENANCE**

(1) Requests for common area maintenance shall be reported to the Management Office or Security Desk when the office is closed.

(2) Association employees are not permitted to do any work for any Unit Owner or Lessee during their work shift during regular working hours. The Management Office will not handle arrangements for Unit Owners to have employees perform any job or work.

(3) Any Unit Owner requiring the services of any employee for personal reasons must sign a Waiver Form, which will be maintained in his or her Unit File. This includes apartment watching as well.

### **4.D. SECURITY**

(1) Report any incidents of violation/accident/suspicious behavior which occur on the Condominium Property to Security (North Tower Front Desk: (954) 925-3336; South Tower Front Desk: (954) 925-1270; Garage: (954) 923-6641.) Security will prepare an Incident Report, to be signed by the person(s) who witnessed the incident, and given to the Management Office for further investigation.

If you are expecting a package or delivery, be sure to fill out the proper form with Security so that they can contact you when it arrives. A red dot will be placed on your mailbox if you cannot be reached by phone.

### **4.E. MEDICAL EMERGENCIES**

*(As approved at the board meeting of March 12, 2015)*  
First Aid Kits are available at the North & South Tower Security Desk and Garage Security. Call 911 for all medical emergencies. Also notify Security so they know where to send police and/or paramedics.

Defibrillators are available at both the North and South Front Desks.

**4.F. EMERGENCY ACCESS**

*(As approved at the board meeting of Sep. 10, 2015 and July 20, 2016)*

**UNITS**

- (1) (SEC 718.111(5), Florida Condominium Statutes) "The Association has the irrevocable right to access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements, or for making emergency repairs, or to do any work necessary to prevent damage to common elements or to another unit." All efforts will be made to notify the owner of the Unit before any entry is made.
- (2) It is required that Unit Owners deposit a spare key with the Association for emergency use.
- (3) If it is necessary to enter a unit in an emergency and the Association does not have a key, forced entry will be made at the Unit Owner's expense.
- (4) Emergency Keys deposited with the Association will not be surrendered to guests or service/domestic personnel under any circumstances.

**PARKING SPACES**

- (1) There may be circumstances in which the Association may require access to a resident's parking space in cases of emergency or in order to conduct repairs. When reasonably requested, it is required that residents move their vehicles from their space.
- (2) When leaving the building for an extended period, it is required that residents leave a key for their vehicle either with their registered apartment-watcher or somewhere accessible within their unit so that their vehicle can be moved by their representative when requested.
- (3) In the event that the vehicle must be moved because of an emergency, the Association may, at its discretion, tow the vehicle at owner's responsibility.

**4.G. RULES REGULATING THE INSPECTION AND COPYING OF ASSOCIATION RECORDS AND WRITTEN INQUIRIES**

*(As amended at the board meeting of Nov. 11, 2010)*

The official records available for inspection and copying are those designated by Chapter 718, Florida Statutes, (the "Condominium Act"), as amended from time to time.

Every Unit Owner or the Unit Owner's authorized representative as designated in writing shall have the right to inspect or copy the official records and submit written inquiries to the Association in accordance with the following rules. All references to "Unit Owner" shall be deemed to include the Unit Owner's authorized representative as designated in writing and provided to the Association.

- (1) A Unit Owner, or a Unit Owner's authorized representative, desiring to inspect the Association's records shall submit a written request to the Board of Directors of the Association. The request must specify the particular records to be inspected, including pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the exact records requested.
- (2) No more than three (3) written requests to inspect the records shall be permitted from a single Unit Owner in a thirty (30) day period. Inspection or copying of records shall be limited to those records specifically requested.
- (3) No Unit Owner shall submit more than one (1) written request for inspection or copying of the same record in a thirty-day (30) period.
- (4) All inspection of records shall be conducted at the Association's management office or at such other location designated by the Association. Inspections shall be scheduled Monday through Friday, except for holidays during the hours of 9:00 a.m. through 5:00 p.m. No Unit Owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- (5) Records shall be made available for inspection by the Association on or before fifth (5th) working day, subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the Unit Owner. 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.
- (6) If a Unit Owner desires to obtain a copy of any record during an Inspection, the Unit Owner shall designate such record by use of a tab or clip upon the pages desired. Copies of the record shall be

available within five (5) working days of the request. In the event the above referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.

(7) A unit Owner shall pay a reasonable fee, covering the costs of labor and material, per page for each copy of an official record such Unit Owner desires to copy. Payment shall be a prerequisite to delivery of photocopies to the requesting Unit Owner.

(8) The Association is not required to make and/or mail or deliver copies to the Unit Owner upon demand; but rather the Unit Owner can obtain copies or request same, as detailed herein.

(9) No written request for inspection or copying shall be made in order to harass any Unit Owner, resident or Association agent, officer, director or employee. Inspection and copying requests not in conformance with these rules will be deemed to be harassment.

(10) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's management office.

(11) Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

(12) Any requests for Inspection and copying not complying with these rules shall not be honored.

(13) Association reserves the right to amend these rules from time to time as deemed necessary.

(14) The Association may take any available legal action to enforce these rules.

(15) The Board shall be obligated to respond to only one (1) written official inquiry per unit during any thirty (30) day period. Such inquiry must be limited to a single subject and may not have any sub-parts or subheadings with additional inquiries. Any additional inquiry or inquiries received by the Board, including those that may be found in sub-parts or sub-headings of an inquiry previously responded to by the Board, shall be responded to during the subsequent thirty (30) day period, or periods, as applicable. During any subsequent thirty (30) day period, the Board will be obligated to respond to only one (1) of the remaining additional written inquiries, including those that may be found in subparts or sub-headings of an inquiry previously responded to by the Board.

#### **4.H. RULES REGULATING THE TAPE RECORDING OR VIDEO TAPING OF MEETINGS**

*(As approved at the board meeting of April 21, 2011)*

(1) The only audio and video equipment and devices which Unit Owners are authorized to utilize at a meeting is equipment which does not produce distracting sound or light emissions.

(2) If a Unit Owner desires to record or video tape a meeting, all audio and video equipment shall be assembled and placed in position in advance of the start of the meeting.

(3) An owner videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

(4) Advance notice shall be given to the Board of Directors by any Unit Owner desiring to utilize any audio or video equipment.

#### **4.I. RULES FOR DISCUSSIONS AT BOARD OF DIRECTORS MEETINGS**

*(As approved at the board meetings of Aug. 16, 2012, Aug. 8, 2013 and May 18, 2016)*

(1) This is an owners' meeting, and only owners may speak. (The only exception is if the Board invites someone to speak at the meeting).

(2) Owners need to line up at the podium and will be allowed to talk in the order that they line up. They need to begin speaking by stating their name and apartment number. They may only discuss the current agenda item.

(3) Owners may speak about any (or all) items on the agenda. The maximum allotted time for a unit owner to speak about an agenda item is 3 minutes. If a unit owner has a question, the owner can always put the question in writing at the management office where it will be addressed. The Board is not required to answer questions brought up by a unit owner at the Board Meeting. Once an owner leaves the podium, he or she may not return to further discuss that particular agenda item.

(4) At the end of the meeting, there will be a good and welfare. At that time, the owner can speak on any subject, including any they have already discussed.

## 5. USE OF INDIVIDUAL UNITS

*(As amended at the board meetings of Aug.19, 2010, Oct.15, 2015, Jan.15, 2015 and October 19,2016)*

### 5.A. USE OF THE UNIT

(1) The owner of a unit shall occupy and use his unit as a single family private dwelling for himself and the members of his family and his social guests.

Occupancy of a unit on a permanent basis shall be limited to two (2) individuals per bedroom. Unit Owners are responsible for any infractions of rules by their guests.

(2) PER ARTICLE XIV OF THE CONDOMINIUM DOCUMENTS, "An application for any unit modification must be completed and subject to approval prior to any work being done. In addition, certain work requires the contractor to make application, which is attached to the owner's application. "No addition, alteration to the unit or limited common element may be made without the written approval of the Association.

a. All applications for unit construction/modifications must be made by use of the "Architectural Modification Form" available from the Association's management office.

b. A completed "Architectural Modification Form" must be presented with a detailed work description as to the proposed changes and/or alterations to the unit. All work must comply with all laws, rules, ordinances and regulations of governmental authorities and the Association regarding design, structural integrity, aesthetic appeal and construction details. The Association will review all work submitted for approval. Incomplete applications will not be accepted for review.

(3) Unit Owners/Lessees who intend to be absent from their unit during the Hurricane Season (or absences for more than seven (7) days) must remove all furniture, plants, and other objects from their balcony prior to leaving, or must close and lock all hurricane shutters. For more detailed information please contact to the Summit management office.

(4) If the association is fined during turtle nesting season because of light coming from any non-common area windows or balconies, the owner of the attached unit will be responsible for reimbursing the association within 30 days.

### 5.B. STORAGE BINS

(1) One (1) storage bin is assigned to each unit. Unauthorized use of any other bin is prohibited. No flammable materials, including but not limited to oil based paint, paint thinner, gasoline, propane tanks, fertilizer, etc. may be stored in storage bins. Entry to storage bin rooms is via fob. Latex paint is permitted.

(2) Anything left in the storage rooms but outside of the designated storage bins will be removed from the storage area and held by the Association for 1 month. After one (1) month, any item not claimed will be disposed of or donated.

### 5.C. A/C CLOSETS

*(As approved at the board meeting of March 19, 2014 and July 20, 2016)*

(1) A/C closets may not be used for storage.

(2) A working key to the closet must be provided to in the Management Office. Failure to do so may result in the forced entry into the closet during an emergency. Any expense incurred in the process will be the responsibility of the unit owner.

(3) Owners are permitted to keep one (1) unused A/C package of up to 3 filters.

(4) A/C closets are equipped with a water leak detection device located on the floor. This is Association property and must remain on the floor at all times. Do not move, disconnect, or hang it from pipes or anywhere else within the closet. This device must be kept clean and free from debris to work properly.

### 5.D. BALCONIES AND PATIOS

*(As approved at the board meetings on May 19, 2011 and amended on Sep.20, 2012 and October 19,2016)*

(1) No signs, awnings, swings, hammocks, canopies, antennas, screening, umbrellas, pinwheels, bags tied to railings, etc. or projections of any type that are attached to the outside walls, roof, ceiling or balconies except as noted below, or placed thereon without prior written approval from the Association, are not permitted. If you are not certain about what can be on a balcony please check with the management office.

(2) No balcony may be permanently enclosed or screened and no windows, doors, terraces, walkways of any unit may be covered by shutters, screens or otherwise without prior written approval of the Association. Storm shutters to protect terrace doors are permitted provided they conform to color and other specifications, as available from the office, and that such shutter installation has the approval of the Association.

(3) No carpeting of any nature may be placed, attached or cemented onto any balcony, patio or terrace for any reason.

(4) The placement of a satellite dish is permissible at certain locations provided they are approved by building manager.

(5) American Flags may be displayed per Florida Statute and United States Flag protocol. They may not be hung on railings per Florida Statute.

(6) Any Unit Owner who has their unit located on the Pool Deck, may not utilize space outside the confines of their terrace for personal use of any nature. This includes, but not limited to, the placement of patio or like furniture, plants, lighting or decorative items.

(7) Nothing may be stored on your balcony, including but not limited to bicycles, exercise equipment, sports equipment, etc.. If you are not certain about what can be on a balcony please check with the management office. Balconies are not to be used for any storage.

(8) Nothing is to be discarded from your balcony such as water, cigarette butts, shaking out a rug/towel, etc.

(9) No items may be draped over railings. No laundry racks may be used.

(10) No barbeque grills including electrical (George Forman, etc.) are allowed on your balcony.

(11) No construction may be done on a balcony. If there are any problems speak to the management office.

(12) When management deems it necessary because of weather conditions, or for any other appropriate reason, and management notifies residents of such, residents then are required to remove all items from their balconies. If, after official notification is given, and management observes items left on a balcony for a charge, management will, at its discretion, remove said items from the balcony. This represents a potential danger to the lives and property of other residents and the association and there will be an automatic fine of \$100 to the owner.

## **6. LEASING AND SALES OF UNITS**

*(As approved at the board meeting of Aug.19, 2010. As amended at the board meetings of Jan.20, 2011 and April 19, 2012)*

### **6.A. LEASE OF THE UNIT**

(1) A Unit may be leased once for a minimum of four (4) consecutive months within any twelve (12) month period unless otherwise approved by the President of the Board. Lease approvals are granted on a one-year/ 12 month basis regardless of the term of the lease. A lease addendum, available on the lease application packet, available in the management office, must be signed by all parties and submitted with the lease. If the Owner fails to pay the Quarterly Maintenance due, the Association has the right to collect the rent from the Lessee. In addition, maintenance payments may be accelerated through the end of the year.

(2) All Lessees must be screened and approved by the Association prior to taking occupancy. Unit Owner must provide a completed lease package and pay all applicable fees.

(3) All Lessees must agree to abide by the Association's Rules and Regulations. The Unit Owner will be held responsible for any infractions and will be liable to fines/legal actions as necessary.

(4) The Unit Owner who leases his unit loses the right to the use of the common facilities for the duration of the lease.

### **6.B. SALE OF THE UNIT**

(1) All prospective buyers must be screened and approved by the Association prior to closing on a purchase of a unit. Unit Owner must provide a completed sale package and pay all applicable fees.

(2) No "open house", sales or auctions may be held on Summit premises, including individual units by Owners or Real Estate Agents.

(3) Quitclaim Deeds for purposes of change of title to family members will not require the application process. The association requires a copy of the unrecorded deed as well as the recorded deed.

### **6.C. GENERAL RULES FOR THE APPLICATION FOR PURCHASE AND/OR RENTAL, GIFT, DEVISE OR INHERITANCE APPROVAL**

*(As approved at the Board Meeting of April 19, 2012)*

(1) Refer to the guidelines detailed in the "Application for Purchase and/or Rental" packet available in the Association's Management Office.

## 7. SWIMMING POOLS

*(As approved at the board meeting of July 22, 2010)*

### 7.A. RULES OF THE POOL

- (1) All residents and guests must observe all rules in the Pool Areas.
- (2) Persons using the pools, do so at their own risk. There is no lifeguard on duty.
- (3) All children under 12 years of age must be supervised by an adult in the pool and pool area. Children who are not toilet trained must wear specific swimming diapers.
- (4) Shower before entering the pools. All persons entering the pools must wear proper swimming attire.
- (5) Bathers must have ready access and egress to and from the pools via the steps leading into and out of the water. Please leave the steps open at all times.
- (6) No running, jumping, skating, bicycling, ball playing, frisbees, rafts, floats, remote control toys or horse play. Diving is not permitted at any time.

### 7.B. POOL DECK RULES

*(As amended and approved at the board meetings of April 21, 2011, June 16, 2011, and Dec. 15, 2011).*

*(Approved at the board meetings of September 20, Oct. 18, 2012, March 12, 2015 and Aug. 13, 2015)*

- (1) Radios, televisions, cassette players and the like, must be used with headphones on the pool deck and all common areas. All such devices must be battery powered and may not use common area electrical outlets. Exceptions may only be made with management approval.
- (2) Litter must be deposited in trash containers. All smoking must be done only in designated areas.
- (3) Residents are required to be dried off and wearing cover-ups and footwear before entering the building.
- (4) Rescue equipment (life rings, shepherd crock, etc.) must be used for emergencies only.
- (5) All pool deck furniture must remain on the pool deck. Pool deck furniture may not be placed closer than 4' to the pool area under any conditions.
- (6) No glass of any kind is permitted on the pool deck.
- (7) The association, at its discretion, can play music on the pool deck between the hours of 10:00 am and 8:00 pm. In the event of an association sanctioned event, management, at its discretion, may amend those hours.
- (8) When using either the lounge chair or straight back chair you must have a towel or clothing between your skin and the chair.
- (7) Caregivers shall change children's diapers at a diaper changing station located inside the pool deck restrooms. Diapers shall not be changed on surfaces (pavers, tables, lounge chairs, etc.) used for any other purpose.

## 8. RECREATIONAL ROOMS

*(As approved at the board meeting of Aug.19, 2010)*

### 8.A. USE OF THE ROOMS

- (1) The Association is not responsible for any damages or injuries resulting from the use of the Exercise or Sauna Rooms or any Equipment/Courts. The use of the rooms, or participation in any class held by volunteers or use of any equipment is solely at your own risk. Consult a physician prior to beginning any exercise program.
- (2) No commercial classes are permitted without Board approval.

### 8.B. GAME ROOM AND BILLIARD/POOL ROOM

- (1) Access to the Billiard/Pool Room may be obtained from Security at the North and South Security desks.
- (2) Persons under the age of fourteen (14) must be accompanied by an adult for use of either the Billiard/Pool room and/or Game room.
- (3) No food or beverages may be consumed in these rooms. The rooms are to be left in the same condition as they are found. If any damages do occur, or if you find the room or games pieces damaged or missing, contact Security immediately.

### 8.C. TENNIS COURTS

*(As approved at the board meetings on May 19, 2011, March 21, 2013, Feb. 19, 2014, March 19, 2014 and Nov. 12, 2014)*

- (1) Courts are restricted to rotation play from 8 AM to 11 AM daily. Anyone may play.
- (2) From 11 AM to 8 PM when someone is waiting for your court, you are limited to using your court for one (1) hour if you are playing singles, and one and one half (1 1/2) hours for doubles.
- (3) Tennis courts are for playing tennis and pickle ball only. No other sport or horseplay are allowed on the courts. Pickle ball players must sign a rules & regulations statement available in the office.
- (4) Shirts/Tops and Sneakers are required on the courts and are to be worn at all times.
- (5) Anyone under the age of fourteen (14) years of age must be accompanied by an adult.
- (6) Do not put towels or any other items on the nets.
- (7) While there is no time constraints/set hours for these courts please be courteous to anyone waiting for the court. Kindly keep noise down to a minimum.
- (8) In order to use the tennis courts a player must be registered with the Association.
- (9) No one may use the tennis court for any reason unless they are wearing white Sole, and/or non-

marking sole sneakers, and using appropriate tennis and/or pickleball equipment.

### 8.D. SHUFFLEBOARD AND PUTTING GREEN

- (1) While there is no time constraints/set hours for these courts please be courteous to anyone waiting for the court. Kindly keep noise down to a minimum.
- (2) Equipment for the shuffleboard court can be obtained from the SOUTH Tower security desk.
- (3) Equipment for the Pitch & Putt can be obtained from the NORTH Tower security desk.
- (4) Shirts and sneakers are to be worn at all times on the courts.

### 8.E. EXERCISE ROOMS

*(As amended at the board meetings of April 21, 2011 and Dec. 17, 2014)*

- (1) Equipment is to be returned to its previous condition when finished using it. The rooms are to be kept free of debris and any personal items are to be removed when finished.
- (2) No one under fourteen (14) years old may use the exercise equipment without an accompanying adult.
- (3) Radios and personal sound equipment may be used without headphones if no one else is present.
- (4) All children under the age of eighteen (18) years old must be accompanied by an adult to use the sauna.
- (5) No eating or drinking allowed in the sauna except water in a plastic bottle. No glass or glass bottles allowed at any time.

### 8.F. CARD ROOMS

Card Rooms may be utilized on a first come first serve basis and must be left in a clean condition.

## **8.G. COMMON AREA RESERVATIONS (SOCIAL LOUNGE/MEETING ROOMS/POOL DECK)**

*(As amended at the board meetings of April 21, 2011, Feb. 16, 2012 and Nov. 12, 2015)*

- (1) Reservations for any common area can only be made by a unit owner or renter.
- (2) The owner or renter making the reservation must be present at the event that they are reserving the space for.
- (3) These areas may be utilized by filling out the necessary paperwork in the Management Office. You can obtain the appropriate reservation form in the Management Office which will address necessary fees and deposits.
- (4) Any person or persons requiring use of chairs or tables for the reserved function must place their request for set up in writing, designating how they would like the room set up. This must be done at least two (2) days (not including weekends) in advance. Notify Security if food is to be delivered. However, the hosting organization is responsible for receiving and setting up the food.
- (5) Non-food events, i.e. ceremonies (such as weddings, Bar or Bat Mitzvahs, etc.) to be held on the pool deck with the Property Manager's approval under the following rules:
  - a. Ceremonies are allowed when the event is time limited and its location on the deck is clearly delineated.
  - b. Depending on the number of guests, additional requirements might be imposed which might include an additional security guard, valet to park cars, staff to set up and/or clean up, etc., all at the owner's expense.
  - c. Forms for making reservations are available in the management office.
  - d. The forms also contain the rules governing the use of the pool deck.

## **8.H. BAR-B-QUE**

*(As amended at the board meetings of June 16, 2011, Feb. 21, 2013, Aug. 8, 2013, Oct. 24, 2013, July 17, 2015 and Sep. 10, 2015)*

- (1) Use of the Bar-B-Que grills is available to our owners and/or residents. They are located on the pool deck and are reserved on a first come basis.
- (2) Forms for making reservations are available in the management office. The forms also contain the rules governing the use of the Bar-B-Que.
- (3) When the office is closed, reservation can be made by owners and/or residents who have a deposit on file by contacting security 1, if space is available.
- (4) There are three (3) awnings attached to the restaurant, i.e. East, West and South. While the restaurant is open, the East and West awnings are for the exclusive use of the restaurant. While the restaurant is open, residents may use the bar-b-que and consume their food only under the South Awning or the grouping of tables located just south of the South Awning. They may also bring food to the pool deck but only consume it under the South awning, or the grouping of tables located just south of the South Awning. Tables with umbrellas may not be moved.
- (5) When the restaurant is closed, food may be consumed under any awning attached to the restaurant.
- (6) Only (1) grill may be reserved by a resident at a time. The grill may only be reserved for (2) hours. In the event of a special event the General Manager may make a one-time exception to the rule.
- (7) When a grill is reserved, it is not available to be used by any other owner. As such if a reservation is not used OR canceled at least 1 hour before it is to start, the owner will lose his deposit.
- (8) If you allow someone else to use the grill during your reserved time, then you assume responsibility for their using the grill.
- (9) Residents are required to know and follow all requirements that are listed on the "Request for Bar-b-que Reservation" form.
- (10) No reservation may be made more than two (2) weeks in advance unless prior approval is made by the Property Manager.



## 9. GARAGE & PARKING AREAS

*(As amended at the board meetings of Aug. 19, 2010, March 22, 2012, Oct. 24, 2013, Oct. 15, 2014, April 16, 2015, July 16, 2015 and Aug. 13, 2015)*

### 9.A. PARKING PASSES

All vehicles parked on the Summit property must have a valid decal/pass.

#### Parking in the Garage

- (1) Entrance to the garage will be through a transponder. For clarification of the issuance of a transponder and the governance of its use, please see the 'Garage Transponder Policies & Procedures' form available in the Association's management office.
- (2) All cars must be parked in their designated parking space. Owners and authorized lessees must register their vehicles in the management office to receive a permanent decal.
- (3) Owners and authorized Lessees may obtain a temporary decal/pass to park in the garage. These decals/passes will have an expiration date.

#### Parking Outside

- (1) Exterior parking is limited, and the Association does not guarantee the availability of any space in the exterior parking lot. If parking lot is full, Guests/Visitors/Contractors/Vendors/Nurses Aides/Housekeepers will need to find alternative parking outside of the property.
- (2) Guests (as defined in Section 2.A(2.) of these Rules and Regulations) may obtain a temporary guest parking pass for up to (7) consecutive days. This pass is not renewable. If you need more than seven (7) consecutive days please contact the management office about renting a parking space.
- (3) Only Security may install parking stickers.
- (4) Guests may obtain an outside parking pass from the North & South Security desks. Vendors/Contractors must obtain an appropriate outside parking permit from the Garage Security. Security will advise them where they may park.
- (5) Nurse's Aides and Housekeepers can only park in the exterior guest parking if/when visiting their clients. They must register with the front desk each day upon their arrival, and put the temporary permit on their dashboard.
- (6) Any vehicle which has expired Summit parking permits, as well as any vehicle parked on the premises without a pass or decal, will be deemed unauthorized and may be towed in accordance with applicable law at the vehicle owner's expense. Additionally, any vehicle parked on any portion of the common elements or Association property, or

- other designated parking areas, will be subject to immediate towing at the vehicle owner's expense.
- (7) Fire Lanes are identified by yellow painted areas or curbs, and are designated as No-Parking Zones. Any vehicles parked in a fire lane will be subject to immediate towing in accordance with applicable law at the vehicle owner's expense.
  - (8) Roadways must remain unobstructed at all times. Drivers must park in such a manner as not to obstruct property operations or accessibility to drive aisles and adjacent spaces.
  - (9) Drivers may not sleep in their vehicles while parked on the premises.
  - (10) Music / Amplified Sound must remain at low levels. Excessively loud/disruptive music will not be tolerated.
  - (11) Summit Towers Condominium Association, Inc. assumes no liability for damages to any vehicle parked or driven on, or towed from, the premises.

### 9.B. PARKING SPACES

- (1) All residents must park only in their assigned space. Only head-in parking is permitted in both the garage and outside spaces.
- (2) All vehicles must fit within the perimeter of their parking space(s). No vehicle may extend beyond the yellow marked lines in either length or width, or height above 6'4" inside the garage.
- (3) Speed Limit in garage is 10 mph. Stop signs and intersections with pavement "Stop" markings must be observed. Headlights must be on at all times.
- (4) Parking spaces can only be used for the purpose of parking approved vehicles. (Any vehicle not restricted as listed in section C of the rules and regulations).
- (5) Parking spaces may not be used for storage, including but not limited to: Bikes, carts, crates, cases, boxes or bins of any type.

### 9.C. VEHICLE RESTRICTIONS

- (As amended at the board meetings of June 16, 2011, Feb. 21, 2013 and Aug. 8, 2013)*
- (1) No boat, trailer, house trailer, camper, truck, motorcycle, golf cart or any other motorized vehicle which is not a personal automobile can be on Summit property. Trucks are not permitted (a truck is defined as any vehicle whose primary purpose is to transport cargo rather than passengers, has business signs or equipment therein, or has commercial plates).
  - (2) No vehicle may display any commercial signs, advertising, "For Sale" or like signs while parked on Summit property except vendors while working on Summit property.

(3) No repair of any vehicle(s) is allowed on Summit property, except in the case of an emergency, (i.e. flat tire, out of gas, dead battery, etc.). No vehicle which cannot operate on its own power shall remain on Condominium property for more than 24 hours.

(4) Any vehicle which is leaking any type of fluid (e.g. grease, oil, antifreeze, gasoline, etc.) which may soil, or damage the floor, grounds or property of the Summit must be removed within 24 hours until such leak(s) are repaired. Any costs entailed in restoring Summit Property to its original condition may be charged to the unit owner.

## **10. PAYMENT OF OBLIGATIONS TO THE ASSOCIATION**

*(As approved at the board meeting of Aug. 19, 2010)*

### **10.A. MAINTENANCE AND ASSESSMENTS**

(1) Quarterly Maintenance Fees are due on the 1st day of each quarter (January 1, April 1, July 1, October 1.

(2) Any Special Assessment will be due as per the schedule that will be approved by the Board of Directors.

(3) Repairs and Service Charges are due upon receipt of the bill.

### **10.B. GRACE PERIOD**

Quarterly maintenance assessments for common expenses, special assessments, rents and installments thereof are to be paid on or before ten (10) days following the date due and will not bear interest if paid by that time.

### **10.C. INTEREST AND LATE CHARGES**

All monies unpaid by the specific time due (ten (10) days after due date) will bear interest at the rate of 10% per annum from the due date until paid and a late charge of \$25.00 shall be assessed on each late payment. Payments posted in any account will be applied first to unpaid interest and late charges and then to the oldest unpaid maintenance charges.

## **10.D. ENFORCEMENT OF COLLECTIONS**

The Association may, at its option, enforce collection of delinquent payments, by law suit or by foreclosure of liens or by other competent proceedings, and in any event the Association shall be entitled to recover in the same unit, action, or other proceeding all monies due from the unit owner which are delinquent at the time of judgment together with interest thereon at the rate of 10% per annum, plus late charges and all costs incident to the collection and legal action, suit or proceeding including, but not limited to, reasonable attorney's fees.

## **11. VIOLATIONS, FINES, GRIEVANCES**

*(As approved at the board meeting of Aug. 19, 2010. As amended at the board meeting of March 10, 2011)*

### **11.A. VIOLATION REPORTS/NOTICES**

Security must be contacted if any violation/accident/suspicious behavior occurs on the Summit Property. Security will prepare an Incident Report which will be given to the Management Office.

The Property Manager or his designee shall then send a first notice of violation advising the Unit Owner of the violation and that a second violation may cause him to be fined. The association may levy reasonable fines for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine does not become a lien against a unit. A fine may not exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not in the aggregate exceed \$1,000.

If requested, the hearing must be held before the Grievance Committee, a committee of other unit owners who are neither board members nor persons residing in a board member's household. If the Grievance Committee does not agree with the fine, the fine may not be levied or imposed.

In the case of a violation by a Lessee, the notice shall go to both the Unit Owner and the Lessee.