



RULES & REGULATIONS

1. Occupancy and use restrictions:

Legal action will be taken against the Unit Owners and Tenants if the Unit or Common areas are used for any purpose which violates Administrative, Civic and/or Criminal Laws and Rules and Regulations of Miami-Dade County, State of Florida, or the United States Government.

- a. Units may be used exclusively as residences and for no other purpose. No business, profession or trade of any type shall be conducted on any portion of the Condominium property.
- b. Occupancy of a Unit shall be subject to prior written approval of the Turnberry On The Green Condominium Association in its sole and absolute discretion.
- c. In no event shall occupancy exceed two (2) persons per legal bedroom.
- d. A Unit owned by an individual(s) may only be occupied by the Unit Owner and his/her family and/or the other persons approved by the Board.
- e. A Unit owned by a Corporation or Partnership may only be occupied by an officer or director of such Corporation or by a partner of such Partnership and such persons' immediate families defined as follows: Family shall include a spouse, children, parents, brothers, sisters, grandchildren, and other persons permanently cohabiting the unit together with the Owner or permitted occupant within permitted occupancy limits. (Change of primary users in a Corporation and/or Partnership can be done only once in a calendar year, and with Board's approval).
- f. Sale or lease contracts cannot be assigned.
- g. To become a Resident, you must have a credit score of 675 or higher.
- h. Prior to moving into the Turnberry On The Green, all applicants, for purchase or rent, must appear before the Screening Committee and subsequently be approved by the Turnberry On The Green Board of Directors. An appointment will be set for this purpose.
- i. All buyers and/or prospective Tenants must execute a document stating that they have read, understand, agree to, and will enforce with respect to their family and Guests and/or Visitors, the Rules & Regulations of the Association. This includes but is not limited to primary users of any corporation. It is a responsibility of the applicants to arrange translation of these Rules & Regulations to their native languages (they are available in English & Spanish), and to arrange for an interpreter to be present at the screening interview, if necessary.

2. **Delinquent Owners:**

- a. If a unit Owner is in default of the monthly maintenance assessments, the Association has the right to accelerate the next 12 months of payments, with 30 days written notice and filing of a claim of lien. The Unit Owner's voting rights in the Association shall be automatically suspended until assessments are paid in full, whereupon voting rights shall be automatically reinstated. Delinquent Owners will not be permitted to lease their units until all assessments imposed against their units are paid in full. If assessments are unpaid for more than 30 days after the date the assessment is due, and the unit is rented, the Tenant shall pay, the sum due to the landlord, directly to the Association after receiving written notice from the Management. The sum collected will be applied against unpaid assessments.
- b. If unit Owner makes payment to the Association by issuing a check with insufficient funds or make a payment via CC or DC which is denied, the Association reserves the right to demand payment in form of Bank check or money order from the unit Owner.

3. ***Guests and Visitors:**

- a. In the absence of the Unit Owner, Guests will be permitted only twice per fiscal year. Occupancy by Guests shall be limited to a period not to exceed twenty (20) days in total per fiscal year. The management office must be notified no less than 4 business days in advance in writing by the Unit Owner and obtain written approval from management office. Upon arrival, Guests must register with the Management Office or with the Front Desk, when Management Office is closed. Management Office is open from 9 pm -5 pm from Monday to Friday. Registration means providing the copy of Government ID (driving license or passport). Any person occupying a Unit in the absence of the unit Owner, without written approval of the Management Office will be considered a trespasser and evicted.
- b. Prior to guest arrival, the Unit Owner must provide a security deposit in the amount of \$1000 in the form of the Cashier's check, or credit card with 3.6% surcharge in case of the Unit Owner's absence. The security deposit may be used by Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of guests (as determined in the sole discretion of the Association). Claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part 2 of Chapter 83, Florida Statutes.
- c. Number of the Guests in the unit should comply with the restrictions specified in Section 17.1 of the Condominium Declaration: "2 Guests per legal bedroom".
- d. Guests are not allowed in rented units in the absence of the Tenant.
- e. After twenty (20) days of residency, the Guest(s) are considered to be permanent resident and are in subject to go through the background check. The background check fee is \$100 per legal couple (Florida Statute Chapter 718). The Association reserves the rights to approve or disapprove their residency, as per the results of the background check.
- f. Properly registered guests are permitted to use the amenities of the building during the period of their stay.
- g. Only 5 visitors or guests per unit shall be allowed to use the amenities at any given time. Visitors and guests must be accompanied by a resident at all times.
- h. Lost/damaged V-card costs \$75. New key Fob is \$100. New Garage pass is \$100.

- i. The Fob and garage pass “Electronic Devices” have to be assigned and registered at the Management office under the name of the Resident. Photo ID must be presented at the time of the registration. It is unlawful to pass or transfer electronic devices to the third party.
- j. **For the purpose of these Rules and Regulations, the definitions of Guest and Visitor are as follows: Guest is someone who comes to stay for more than one day and for a maximum of 30 days and is registered in the management office. Visitor is someone who comes to visit and does not stay overnight.*

4. Leases:

Leasing of the Units shall be subject to prior written approval of the Turnberry On The Green Condominium Association in its sole and absolute discretion. The Association may deny an application of future residence, if the applicant has two or more, prior violations of the Rules & Regulations, Condominium Declaration, Articles of Incorporation, By-Laws, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. No daily, weekly or monthly advertisement for lease allowed. No lease shall be approved for a term of less than six (6) months and a Unit Owner may not lease his/her Unit more than twice in any one (1) calendar year, regardless of the lease term (no month to month tenancy allowed). The Association may charge a move-in/move-out fee as determined by the Association, but no fee shall be charged in connection with the approval of an amendment, modification or extension of a previously approved lease to the same Tenant. A Unit Owner intending to lease his/her Unit shall give the Association thirty (30) days written notice of such intention, an executed copy of the proposed lease, and any other information concerning the prospective Tenant, as the Association may require.

A Unit Owner shall be jointly and individually liable to the Association for the acts and omissions of his/her Tenants and occupants which constitute a violation of, or non-compliance with, these Rules & Regulations or any other requirements of Condominium Documents. The Board of Directors has the right to terminate the lease upon default by the Tenants in observing these Rules & Regulations, or provisions of any other documents governing the Condominium, or administered by the Condominium Association. This section shall also apply to renewal of leases. No lease shall be amended or modified without the Association’s prior written approval. Applications for renewal of leases must be submitted in writing to the Board of Directors at least 30 days prior to expiration. A copy of the lease renewal shall be provided by the Unit Owner to the Management Office. Any Owner, who leases his/her Unit, relinquishes his/her right to use any of the facilities of the building which are restricted to the use of RESIDENTS ONLY.

Each Unit may be leased only in its entirety; no fraction or portion may be leased. There shall be no subleasing of Units or assignments of leases. Units can not be rented to Corporations. A prospective Tenant, wishing to lease a Unit, shall be required to place in escrow with the Association a security deposit in the amount as determined by the Board from time to time. This sum may be used by the Association to repair any damage to the common elements and/or other Association property resulting from acts of Tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and individually liable with the Tenants to the Association for any amount in excess of the sum held in escrow, which is required to perform such repairs or to pay any claim for injury or damage to property caused by the Tenant.

Unit Owners will be held accountable for the actions of their Guests, their Tenants and Visitors of their Tenants for non-compliance with these Rules and Regulations.

Any unit subject to rent must have Home Owners Insurance Coverage naming Turnberry on the Green Condominium Association, Inc. as an additional insured.

It is strictly Resident’s responsibility to keep Management Office updated.

5. Association access to Units and use of emergency keys:

Each Unit Owner is obligated to provide a copy of the key of the Unit to the building manager/management office, to be used in gaining entry into the Unit in case of emergencies, repair or maintenance of the common elements. The Unit Owner will be responsible for all the costs associated with gaining access to the unit in an emergency situation, if the key was not provided. No emergency keys will be provided to realtors, vendors and contractors, etc., for access to the units (it is the responsibility of the Unit Owner to provide the apartment key). In case of lockouts, the Association will charge a fee, which may be changed from time to time by the Board of Directors (list of fees is available in the Management Office).

The unit owners may request an installation of a lock box by the maintenance department for their personal use in the area designated by the Board of Directors. The cost of a lock box is \$85.00 installed. The box may be used by legal residents only.

The Association does not allow to install, attach, handle, drop or hang the lockbox or supra at any place of the property except designated bulletin board in lockbox room.

No additional locks are permitted on the exterior front door of the units. Door bells must be uniform in appearance and approved by the Management.

6. Garage and Parking:

- a) **Primary vehicle:** All Residents' motor vehicles must be registered with the Management Office, by providing the proof of valid registration and insurance in order to obtain the registration sticker. It is strictly Resident's responsibility to keep information updated with Management Office. The registration sticker must be placed on the rear glass of the vehicle. Any unregistered motor vehicle parked at Turnberry on the Green parking garage will be towed at the Owner's expense. Unit Owners and Residents shall park their motor vehicles only in the parking spaces assigned to their units. The non-assigned handicap parking spaces located on the 1st floor of the garage, are available to park only 11 vehicles with a valid handicap permit as for convenience of Owners. Residents are not allowed to park their vehicles and block the emergency zones, exits or lanes.
- b) **Second and third vehicle(s):** If a registered resident has a number of vehicles that exceeds the number of assigned parking spaces, he/she shall be subject to a charge:

\$75.00 a month per vehicle without the right to use the Valet Service;

\$105 per month per vehicle with the right to use the Valet Service.

The payment must be received by the management office on or before the 1st day of each month. If the payment is received after the 5th day of the month a \$25.00 late fee will apply. The resident is responsible for the payments during the time frame that the vehicle is registered with the management office. No invoice is required to be sent by the management office. In order to obtain the "S" - registration sticker, the vehicle(s) must be registered with the Management Office, by providing the proof of registration and insurance. The set forth registration sticker must be placed on the rear window of the vehicle. Secondary vehicle(s) must park only in parking spot marked "RESIDENT" or on 4th level of the garage. A monthly parking fee, may be changed from time to time by the Board of Directors.

- c) A maximum of three (3) motor vehicles per 1- and 2-bedroom units and four (4) registered motor vehicles for 3-bedroom units are permitted.
- d) **Guest parking:** A Guest must register his vehicle with the management office. The fee for Guest parking is \$5.00 per day to be paid notified no less than 4 business days in advance to the management office. The management office will provide the Guest with a Garage Entry Pass. The Security Deposit required to be paid to the Management office in order to use Garage Entry Pass. Guests must park their vehicle on the 4th level of the parking garage only. All unregistered vehicles are subject to be fined and towed without notice at the owner's expense.
- e) **Visitor parking:** All visitors must park their vehicles with the Valet. The valet service fee is \$5.00 for each 24 hours and \$8 after midnight.
- f) **Valet Stamp Book:** Available to registered Residents only. The Stamp Book can be purchased from the Valet personnel at 10 Stamps for \$40.00 (Equivalent to \$4.00 per service).
- g) Any person who enters the building to perform business activities, such as realtors, interior decorators, etc. will be charged a parking fee, which may be changed from time to time by the Board of Directors.
- h) Posted speed limits must be observed. No service or repair of motor vehicles shall be permitted on the premises, including the garage, except for emergency repair such as a flat tire. No car washing is permitted in the garage. The Owner of a motor vehicle leaking oil or other fluids will be responsible for the expenses related to the cleaning of the affected area. No horseplay, ball playing, racing, bicycle riding, skateboarding, roller blading, or games of any kind are permitted in the garage. **THE GARAGE IS ONLY FOR THE STORAGE OF MOTOR VEHICLES.** No other personal items may be stored there. No commercial motor vehicles, trailers, boats are allowed.
- i) Owner of the unit or its occupant, licensee, or invitee not allow park their motor vehicle in the restricted area.
- j) The Valet Department is for the convenience of Residents and their Guests and Visitors. If more than 9 motor vehicles are expected at events held within a unit, in the Club Room and/or swimming pool, residents are required to provide additional valet service (contact the Management Office for Valet fees).
- k) Definition of motor vehicle: cars, motorcycles, off-road vehicles, and trucks.
- l) Rules and charges for the TOG garage are available in the Management office and are subject to be changed from time to time by the Board of Directors.

7. Elevator usage:

Maintenance, trade and delivery people (including food and newspaper deliveries) are required to use the service elevator at all times. When using valet carts for groceries, luggage, and/or boxes, the weight of boxes cannot exceed 15 pounds per box. Valet Personnel, Residents and Guests are required to use the service elevator.

8. Children:

Children are the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules &

Regulations and other governing documents of the Association. Playing shall not be permitted in any of the hallways, stairways, elevators, lobby areas, parking garages or roadways. Diaper changing, ball playing, horseplay, toys, roller skates, roller blades, scooters, skateboards, bicycles, tricycles and other children's vehicles are strictly forbidden in the Main Lobby and common areas (baby's strollers are excluded). Children under the age of sixteen (16) must be accompanied by a responsible adult at all times when in the Common areas of the Building (except for direct ingress or egress of the building).

9. Pets:

- a) The Association charges pet Owner \$250.00 one-time fee and provides pet waste supplies at designated area. The set for provision applies only if the pet is permitted under the American Disability Act (ADA) and Fair Housing Act (FHA).
- b) In order to access the elevator, the pet Owner must use the designated entrance. (Valet door).

10. Usage of Association Amenities:

- a) The Association reserves the right to use the Club Room on specified dates for Association meetings and other functions. Rental of the Club Room is available to Residents in good standing (assessments must be current and no violations outstanding) for social functions. The room may not be used for business purposes, fund raising meetings, or religious services/meetings. Reservations for use of the Tiki-hut or Gazebo area must be made notified no less than 4 business days in advance; Association's written approval is mandatory. However, a guarantee of the reserved date will be given no more than three (3) months in advance.
- b) A security deposit in a mount \$150 is required plus a non-refundable usage fee must be paid to association. The deposit and fee should be paid at the time of reservation. The security deposit will be returned after inspection of the rented area shows that no damage has occurred and no additional cleaning is required.
- c) Decorations involving attachments to walls, including thumb tacks, tape, staples, etc. are not permitted. The Resident is responsible for fully cleaning the Club Room and leaving it in its original condition. Nothing is to be removed from the Club Room.
- d) The Club Room can be utilized from 9:00 AM to 11:00 PM. Residents. Only 10 visitors or guests per event allowed to use the amenities at any given time. Visitors and guests must be accompanied by a resident at all times.
- e) Any Vendors, included but not limited to, contractors, personal trainers, designers, nurse assistant, must provide the Liability insurance with Association name as a secondary insured prior to start providing a service.

The Card Room, TV Room and Conference Room may not be rented for parties or other private events. Registered guests are permitted to use the amenities of the building during the period of their stay. Visitors of the building are permitted to use the amenities only accompanied by a permanent resident.

The entranceways, passages, elevators, lobbies, halls, stairways and similar portions of the Common elements shall be used only for ingress and egress to and from the Condominium Property. There shall be no sitting on the steps at the front entrance; benches are provided for those awaiting transportation. Residents carrying sports equipments, such as golf clubs, etc., must use service elevators and side doors for egress and ingress to the building.

For security reasons, Residents of the building must use their access cards and/or fobs, to ingress the building and its facilities. If the residents will be away for a period longer than three (3) weeks, the office must be notified; all entry cards/fobs will be deactivated and then reactivated upon their return.

Each Resident's personal property must be stored within his/her unit or within the storage bin assigned to the unit.

Bicycles must be registered with the Management Office. Bicycles cannot be stored on unit balconies, or in the apartments. No bicycles are permitted in any common areas, except garages.

Management office services such as copy making, fax transmission, sale of security cards, key duplication, notary services, etc., require fees which must be paid at the time of service. Management office personnel may withhold granting such services to Owners whose assessments are seriously in arrears.

Food and beverages may not be consumed in elevators, lobbies, hallways and other common elements, including but not limited to the Card and TV rooms, except for activities on behalf of the entire Association.

No rugs, mats, plants or other personal items are allowed in the hall outside the front door of any Unit.

11. Nuisances:

Car drivers must turn down their radios, CD players etc. when reaching the TOG. No loud music will be permitted at the front of the building or in the garage. No one may cause any noise or other condition that might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding residences. No obnoxious or offensive activity shall be carried on in any Unit or other portions of the Condominium Property, nor shall anything be done which may be or become an unreasonable annoyance or nuisance to any Owner. The Board of Directors shall have the right to determine what constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m., no Unit Owner or occupant shall play any musical instrument, amplifier, television, radio or the like, in a way that disturbs or annoys other Residents.

Turnberry On The Green is a "no smoking" building. As per Florida Law, smoking is not permitted in any common area including elevators, corridors, stairwells, lobbies, and the Club, TV, Card and Conference Rooms. Any Resident who consumes any tobacco products, must take all necessary steps such as and not limited to: weather stripping of his/her apartment's front door, installing air filtering equipment, etc., in order to minimize smoke penetration to common areas and other units surrounding his/her apartment.

Shoes and shirts must be worn at all times in the public areas of the building.

There shall be no soliciting in the building.

Use of Common Elements and Association property: No Unit Owner, Tenant, guest, invitee or other person may remove, keep or use the association property.

13. Safety:

The discharge of firearms within the Condominium Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

No barbeque grills, propane tanks or cooking is permitted on the terraces; these are violations of the Fire Code!

Waterbeds of any nature are not permitted to be used in the units.

Apartment doors are to be kept closed, except when entering and exiting the Unit (as per Fire Code).

14. Moving & Deliveries:

Moving in and out of the building and deliveries are permitted only through the Receiving Entrance between the hours of 8:30 AM and 5:00 PM and on weekdays only, unless otherwise determined by the Board. Owners/Tenants must reserve the service elevator with management office further movers and delivery in order to prevent conflicts with the service elevator's usage and the parking of moving and/or delivery trucks at the receiving area. Any work inside the unit: Remodeling, flooring, change the cabinets change/repairs A/C unit required \$300 fee. Association will install the floor protection pad in the common area. Any damage caused by the Unit Owner, Tenant or any third party retained by them, shall be the responsibility of the Unit Owner. In addition, a nonrefundable move in/out fee may be assessed. These amounts will be determined by the Board of Directors and may be changed from time to time.

The Front Desk Packaging Assistance is a complimentary service for the residents only. Due to the limitations of space, packages will be returned back to the sender on the sixth calendar day. No further notice will be given.

Please pick up your packages within five (5) calendar days, upon receiving the notification.

Note: The Association's staff is not permitted to deliver packages to the apartments The Front Desk is for the convenience of the Residents of the building only. No packages or boxes in connection with business operations of any Resident will be accepted. All packages shall be available and may be picked up between the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday. No packages may be left at the Front Desk for more than 10 business days. The Association will not be responsible for packages left after that period of time. Any package or parcel which exceeds 20x20x12 inches or heavier than 30 lbs. must be received by the Resident or his representative at the time of delivery. If the receiving of such a package(s) is not arranged by the Resident, it will not be accepted. Only medications and/or life saving parcels shall be left at the Front Desk to be picked up by the Resident. You may leave and receive personal envelopes and/or packages up to 1/2 pound at the front desk, after you have signed the release form available at the front desk. The parcel must show the name of recipient and sender, the date, phone number of recipient and sender and the unit number. No item will be accepted without this information and will be held for 3 days only, after which time it will be returned to sender. It is the sender's responsibility to advise you that they left you the envelope/parcel.

15. Alterations:

No Unit Owner shall alter the exterior appearance or allow changes to his/her Unit that may affect any common elements or Association Property or which could in any way affect the structural, electrical, plumbing or mechanical systems of the building. Prior written approval for any architectural changes which only affect the Owner's individual unit, including walls, floors, electrical and plumbing must be obtained through the Management Office. This includes marble, tile, etc. as adequate soundproofing is mandatory prior to the installation of any hard flooring. No spas, hot tubs, whirlpools, etc. shall be permitted on any terrace. No drilling of terrace floors, ceilings or walls is allowed for attachment or hanging of any items such as lights, antennas, shelving, planters or hammocks. Carpeting of any type is not permitted on terrace floors.

Workmen are not permitted in the building on weekends and only from 8:30 AM to 5:00 PM on weekdays, unless otherwise determined by Management. Workmen must enter the building through the Receiving Area and only the service elevator may be used.

16. Outside Items:

No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Condominium Property, except within designated trash receptacles. Garbage should be secured in plastic bags and thrown down the chutes. **NOTHING** should be left on the floor of the trash chute closet located on each floor. All boxes received by regular mail too large for the chutes should be taken down (using service elevators only) to the loading dock area. It is strictly prohibited to leave or discard any furniture or materials, used for furniture packaging, in the Loading dock, Receiving area or any other portion of the Condominium Property.

No equipment, materials, cleaning supplies, trash, cardboard boxes, bicycles, scooters, skateboards, baby strollers and similar items shall be stored on the balconies or hallways. The foregoing is not meant to prevent placing and using patio type furniture on balconies. No linens, clothing, household fabrics, curtains, rugs or laundry of any kind shall be hung, dried or aired from any terrace or other portion of the Condominium Property. Bathing suits, towels, etc. may not be hung over the railings on the terrace. Rugs, mops, etc. may not be shaken off the terrace. No items which project above the rail may be stored on the terrace. Nothing may be thrown off terraces (water, cigarettes, candy wrappers, etc.).

17. Exterior Improvements:

No Unit Owner or Tenant shall attach, hang, display or place anything on the exterior walls, doors, terraces or windows of the Unit (including, but not limited to awnings, shutters, screens, window tinting, fixtures and equipment), without prior written consent of the Association. However, between December 1st and January 10th, Holiday decorations may be hung in such a way that they do not scratch, mar or deface the exterior of the unit in any way.

No painting or changes of the exterior of any unit shall be permitted.

18. Lighting:

Only seasonal decorative lights, which are visible from outside the building, may be displayed between December 1st and January 10th. All such seasonal lights must be UL approved for outdoor use. Permanent light fixtures cannot be installed on the ceilings or walls of the balcony.

19. Air Conditioners:

No window or wall mounted air conditioning unit may be installed in any Unit.

20. Outside Installations:

No satellite dish may be visible from the exterior of the building. No radio station or shortwave operation shall operate from any unit. No radio antenna, television antenna or other antenna of any type, serving any particular unit, shall be installed or maintained in the Limited common elements (including balconies), and/or in the Common elements.

21. Hurricane safety preparations:

In the event of an officially announced storm or hurricane alert for this area, it is mandatory to remove all patio furniture from the balconies.

Unit Owners will be held accountable for injury to persons and damage to properties which result from non-compliance with safety rules, whether they are, or are not, in residence at the time of the incident.

22. Window and door treatments:

Drapes and other window coverings (including their linings) which face the exterior windows or glass doors of the units shall be white or off-white in color, unless otherwise specifically approved by the Association. No metal foil or solid wood product may be placed on any window or glass door of a unit. Any screen door must be of uniform type approved by the Association. Installation of solar films must be approved by the Board.

23. Use of Employees and Board members:

During their duties, employees and Board members of the Association are not to be harassed, insulting, abused or cursed out by Unit Owners or its occupants, licensee or invitee. The Unit Owner or occupants cannot engage the employees for personal services which are not within the scope of their duties. The Board of Directors has exclusive authority to oversee the employees of the Association. Such authority may be delegated by the Board to the building Manager.

24. Unit maintenance:

- a. It is strictly Unit Owner's the responsibility to properly maintain the interior and exterior of the Unit. Keep the entrance door clean and free from and markups and scratches; During absence, each unit Owner must undertake or must designate a responsible firm or individual to undertake his/her general maintenance responsibilities, including safeguarding the unit and limited common elements, preparing for hurricane or tropical storm watches and warnings, removing any unfixed items on balconies and lanais, and repairing the unit and the limited common elements in the event of any damage therein. The designation of such firms or persons shall not relieve the Unit Owner of any responsibility hereunder. The names and addresses of such firm(s) or individual(s) shall be furnished to the Management Office and shall be subject to Board approval.
- b. If Resident performed repair inside of the Unit including but not limited to area above dry ceiling or beyond drywall, Resident must use licensing personnel or Vendor with valid liability insurance. After the work performed, Resident must provide to the Association within 3 business days: a copy of the vendor's liability insurance, report regarding the problems and the way how they have been solved. Such report can be: invoice or statement from the service provider.

25. Compliance and Enforcement:

The Association may levy reasonable fines against a Unit for failure of the Unit Owner or other occupants including Residents, Guests and Visitors, to comply with any provision of the Declarations, the Association By-Laws or Rules & Regulations of the Association. A fine shall only be levied after giving reasonable notice and opportunity for a hearing to the Unit Owner and to appear before the Grievance Committee. After the hearing, the Grievance Committee will make its recommendations to the Board.

26. Swimming pool

After using the pool you must dry off completely before entering the building area. Do not wet the floor: you will be responsible if someone falls because of you entering in the building wet. The rules call

for the “Peaceful Enjoyment” of the pool area. Please be respectful of your neighbors and keep the noise at a minimum.

27. Approval criterias to become a Resident of TOG:

Approval of the Association shall be withheld only by the vote of a majority of the Board. Notwithstanding anything contained herein to the contrary, approval shall not be withheld so as to violate the requirements or restrictions of any applicable federal, state or local law. In deciding whether to approve or disapprove a transfer, the Board may consider the following factors any may confer freely with counsel in reaching its decision. Good cause for disapproval may include, but not be limited to, the following:

- a. The person seeking approval, or any proposed occupant, has been convicted of a felony involving violence to persons or property, the sale, distribution or use of a controlled substance, a felony demonstrating dishonesty or moral turpitude, or a charge of such felonies where the person was not acquitted and the charges were not dropped.
- b. The person seeking approval has a record of financial irresponsibility, including bankruptcies; foreclosures, bad debt insufficient income and/or a credit score lower than 675.
- c. The application for approval indicates on its face that the person seeking approval, or any proposed occupant, is unable to comply with the covenants and restrictions applicable to the condominium. For example, without limitation, the application of a prospective purchaser or lessee who intends to move in a pet demonstrates that the application is inconsistent with the pet restrictions contained elsewhere in this Declaration and that approval would violate such restrictions.
- d. The person seeking approval, or any proposed occupant, has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium as tenant, Owner, or occupant of a unit in other situations.
- e. The person seeking approval, or any proposed occupant, failed to provide the information, fees or appearance required to process the application in a timely manner.
- f. All financial obligations including but not limited to: assessments, late fees, interest, legal and attorney fees, violation fines, fees for work performed and other charges against the unit that have not been paid in full.
- g. If the Association disapproves the proposed transaction, a notice of disapproval shall be promptly sent in writing to the owner or interest holder upon request.
- h. If the prospective tenant complies with all approval criteria's, the Board of Director will issue a certificate of approval.
- i. After the certificate of approval has been issued, the prospective tenant(s), must appear in front of the administrative officer in order to go through an orientation.