

## **COMMODORE PLAZA CONDOMINIUM RESIDENTS**

Recognizing the complexities of Condominium living, it is reasonable and proper to establish guidelines for permanent residents and their guest to assure an atmosphere of gracious harmonious living. Your cooperation will maintain the quality of our buildings, recreation facilities, and surrounding grounds. Mutual respect and consideration of our neighbors is essential to achieve our mutual goals.

We believe the following Rules and Regulation will not place a hardship on any unit owner, lessee, or their guest and will maintain a "Home" in which we can all reside with pride.

These Rules and Regulations are in conformity with our official Documents and Florida Laws.

We require you to become familiar with said rules and inform your guests of the same and ask them to assist you in protecting your home and property.

Your Board of Directors will welcome suggestions that will improve and assure a high standard of quality and gracious living.

### **The Board of Directors**

As used in this book, the word "Board" refers to the Board of Directors of Commodore Plaza Condominium Association, Inc.

## **COMMODORE PLAZA CONDOMINIUM ASSOCIATION, INC.**

**Final statement with date: October 24, 2018**

**Rules and Regulations Committee:**

Jane Andrews, President  
Ken Stripling, Vice President  
Johnna Alvarez, Secretary  
Shirah Stern, Treasurer  
Andy Katz, Director

## Table of Contents

|                                                          |           |
|----------------------------------------------------------|-----------|
| <b>Management.....</b>                                   | <b>4</b>  |
| <b>Complaints and Grievances.....</b>                    | <b>5</b>  |
| <b>Apartment Units.....</b>                              | <b>6</b>  |
| <b>Use of an Apartment .....</b>                         | <b>7</b>  |
| Pets.....                                                | 7         |
| <b>Assessment Payments .....</b>                         | <b>10</b> |
| Acceleration of Assessment Installments by Default.....  | 10        |
| Delinquent Accounts .....                                | 10        |
| <b>Sale or Lease of Apartments .....</b>                 | <b>10</b> |
| Plumbing Inspections .....                               | 12        |
| Insurance .....                                          | 12        |
| Approval of Lease Renewal .....                          | 12        |
| Orientation .....                                        | 13        |
| Authorized Identification Mandatory .....                | 13        |
| Deliveries or Moves into or out of the Condominium ..... | 13        |
| <b>Common Elements.....</b>                              | <b>13</b> |
| Bulletin Boards.....                                     | 14        |
| Elevators .....                                          | 15        |
| Laundry Rooms .....                                      | 15        |
| Lobbies .....                                            | 15        |
| Parking.....                                             | 16        |
| Resident Storage Areas .....                             | 18        |
| Trash Rooms and Trash Chutes.....                        | 18        |
| Recreational and Social Facilities.....                  | 19        |
| <b>Indoor Recreational Facilities .....</b>              | <b>19</b> |
| Auditorium.....                                          | 19        |
| Party Room Century Building.....                         | 20        |
| Billiard Room Tower Building .....                       | 21        |
| Card Rooms.....                                          | 22        |
| GYM .....                                                | 23        |
| <b>Outdoor Recreational Facilities .....</b>             | <b>23</b> |
| Outdoor Cooking /Barbeque Area .....                     | 23        |
| Shuffleboard .....                                       | 24        |
| Tennis Courts .....                                      | 24        |

|                                        |           |
|----------------------------------------|-----------|
| Swimming Pools and Adjacent Areas..... | 25        |
| <b>Boat Docks .....</b>                | <b>27</b> |
| Vessel Insurance: .....                | 27        |
| <b>SECURITY And ACCESS.....</b>        | <b>28</b> |
| Resident Gate .....                    | 28        |
| FOB/Electronic Keys .....              | 28        |
| One FOB per Registered Resident.....   | 28        |
| Replacement FOB .....                  | 28        |
| Unauthorized Access .....              | 29        |

## Management

Management is under the direct supervision of the Board of Directors. It is the responsibility of Management to see that the buildings and grounds are properly maintained and to enforce the rules and regulations. All complaints and grievances should be directed to Management, in writing, for corrective action. Cooperation by complying with the Rules and Regulations will reduce the cost of maintenance and permit fuller enjoyment of your home.

1. While employees are on duty no resident shall direct, supervise, or in any manner attempt to assert control over any employee of the Association, nor shall any resident send any employee on personal errands or request services to be performed.
2. Management shall have access to all apartments during reasonable hours for the maintenance, repair and/ or replacement of any common element, or for emergency repairs necessary to prevent damage to the common elements or other apartment units.
3. Residents are **required** to leave a set of **keys** to their apartment, in secure care, at the Association's office. This procedure allows Management the necessary ready access to the affected apartment in an emergency, as outlined in item 2.
4. In an emergency, if Management cannot gain access to the apartment and it becomes necessary to enter forcibly, the cost of any necessitated forced entry shall be borne by the unit owner. All forced access and ancillary cost, which may be high, will be borne by you.

## Complaints and Grievances

A Grievance Committee shall be appointed by the President of the Association.

1. A complaint against a resident, his family or his guest concerning alleged infractions of any of the rules and regulations and condominium documents by which Commodore Plaza is governed shall be made in writing to the Management office and signed by the complainant. Management shall attempt to resolve the grievance. In case of failure, the problem shall be referred to the Chairman of the Grievance Committee.
2. The Grievance Committee shall require the complainant and the person against whom the complaint is directed to appear before the Grievance Committee for a hearing.
3. After all persons concerned have been interviewed, the Committee shall make known their decision in writing to the party against whom the complaint was directed, and a copy forwarded to the complainant, to the Association President and to Management.
4. The Grievance Committee shall have the authority to impose fines as set forth in article 10.14 of the Declaration of Condominium as amended.
5. Either person or persons involved may appeal, in writing, the decision of the Grievance Committee to the Board of Directors within ten days after date of decision.
6. The board shall review the matter appealed with a view to sustaining the decision, setting it aside, or referring it back to the Grievance Committee for such further action as the Board feels is indicated.
7. In the event the decision is sustained, or no appeal is required, the Board, by its Secretary in writing, shall notify both parties involved that the decision must be complied with, within ten (10) days from date, or appropriate action will be taken. The Board shall have the responsibility for any other appropriate action.

## Apartment Units

1. Each of the Apartment units shall be occupied only as a private dwelling and may not be used for any other purpose. No apartment unit may be divided or subdivided into smaller units.
2. All doors between apartment and interior hallways shall be kept closed when not used for ingress or egress.
3. Screens or screen doors between apartment units and Interior corridors are prohibited.
4. No resident or guest shall play any musical instrument, television, radio, stereo, or the like or cause any other type of noises between the hours of 11:00pm and 9:00am if same shall disturb other occupants.
5. Only Electric grills, no larger than 200 sq. inches are permitted on the terrace of the Townhomes or any apartment. All charcoal, gas grills or fryers are not allowed.
6. Cleaning of brushes, screens, mops, rags and the like is not permitted on terraces and nothing may be draped or hung over the railing or walls extending there from. Electric grills must be approved by the Management Office.
7. It is *imperative* that arrangements be made to permit the extermination service employees to enter each apartment to eliminate insects and other household pests. Schedule for dates or service calls is posted on the bulletin boards near the mail boxes. Those not desiring the services of an exterminator must have their apartments available for examination or inspection of vermin, etc., as and when requested by management.
8. Because of the similarity in names of some residents, all mailing instructions must include apartment unit numbers and zip code on all return addresses.
9. It is required that residents remove all movable objects from their terraces, and also remove their window screens when apprised of a possible severe storm or approaching hurricane. These precautions will help to eliminate flying debris which may cause injury to people and/ or damage to property.
10. It is required that unit owners or lessees when laying any kind of tile or wood or the like on floors have proper insulation (determined by Board) placed between flooring and concrete floor. This will reduce noise to the apartment below.
11. Throwing anything off your balcony is strictly prohibited.

## Use of an Apartment

1. The following provisions shall govern visits by guests:
  - a. Guests are not permitted to visit an apartment unless the owner or permitted occupant(s), listed on the Application for Occupancy on file with the Association's Management Office, is present in the apartment at all times. If the owner or permitted occupant(s) as described above is present, guests may visit for a period not to exceed a total of thirty (30) days in any calendar year.
  - b. It is the responsibility of each owner to inform all guests of our Rules and Regulations and to assume responsibility for their actions.
2. A use of apartments shall be in accord with Association Documents and existing Florida Laws.

### Maximum Number of Sleep-Over Persons per Apartment Permitted at One Time

To control the number of residents and guests in the interest of health, safety and comfort, the following limitations shall apply:

| <u>Type of Apartment</u> | <u>Persons Permitted</u> |
|--------------------------|--------------------------|
| Studio                   | 2                        |
| One Bedroom              | 3                        |
| Convertible              | 4                        |
| Two Bedrooms             | 4                        |
| Three Bedrooms           | 6                        |

\*Any deviation from the above will be brought to the attention of the Board and Grievance Committee

## Pets

No Owner, lessee, resident or guest shall be allowed to keep animals of any kind in any apartment or anywhere on Association property, other than as provided in Section 10.5 of the Declaration. This includes pet sitting or temporary visiting of animals at any time. The following rules and regulations shall govern properly qualified assistance animals and grandfathered pets.

1. **Assistance Animals** - An "Assistance Animal" is an animal that has been certified by a treating medical professional as a medically necessary treatment for a resident's disability, and for which an accommodation of the Association's pet rules has been granted pursuant to the Fair Housing Act. Any resident who requires an accommodation for an Assistance Animal must provide the necessary paperwork to, and register the animal with, the Association. Application forms are available in the management office.
2. **Grandfathered Pets** - A "Grandfathered Pet" is an animal that existed on the property prior to September 12, 2018 and that has been permitted to remain on the property. Grandfathered Pets may not be replaced under any circumstances. Grandfathered Pets are not allowed in any common area, other than to enter and exit the property.
3. **Registration** - All animals on the property, whether Grandfathered Pets or Assistance Animals, must be registered with the management office. Registration documents can be requested from the management office and must include a photograph of the animal and proof of licensure and vaccinations, in addition to any other information as may be required by the Association. Any

Grandfathered Pet that has not been registered with the management office by September 12, 2018 shall be considered an unapproved pet and shall be prohibited from the property. Animal owners must provide the management office with proof of updated vaccinations, where applicable, on an annual basis.

**4. Control of Animals** – Animals may not be allowed to run loose on Association property, including in the hallways. All animals must be carried, except when outdoors and walking to the designated walking areas, in which event they must be kept on a short leash (no more than six (6) feet in length). If an owner is physically unable to carry their animal, the animal must be kept on a short leash at all times. No animals shall be allowed in the pool under any circumstances. Grandfathered Pets may only use the service elevators and must enter or exit the building through the garage or through the service doors. Animals may not be transported in the grocery carts, as these carts are used by residents to transport food to their apartments.

**5. Animal Waste** – Animal owners, family members, household employees and dog walkers are solely responsible for picking up after their animals. Please deposit all waste bags in the designated trash containers and ensure that you tie the bag tightly before discarding. Waste bags may not be deposited in recycling containers. As a courtesy to residents, please ensure that you immediately clean up any accident by your animal on Association property.

**6. Unattended Animals** – No animal may be left unattended on a balcony under any circumstances.

**7. Bathing** – Animals may not be bathed, showered or rinsed off in any portion of the Association property.

**8. Dangerous Animals** - No “Dangerous Animals” shall be allowed on the Association property, including in any apartment, whether such animal is a Grandfathered Pet or an Assistance Animal. Dangerous Animals shall include any animal that meets any one (1) of the following criteria (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the property; (b) has severely injured or killed a domestic animal at any time whether on or off the property, or (c) has, while unprovoked, chased or approached any person upon Association property in a menacing fashion or apparent attitude of attack; provided, however, an animal shall not be a Dangerous Animal if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the property or, while lawfully on the property, was tormenting, abusing or assaulting the dog or its owner or a family member; provided further that no animal may be deemed a Dangerous Animal if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

**9. Nuisance Animals –**

If a dog or any other animal becomes a nuisance and/or is obnoxious to other residents by barking or otherwise, the owner of said animal must cause the problem to be corrected. If the nuisance is not corrected, the owner shall be subject to fines or, upon written notice by the Association, shall be required to remove the animal. Nuisance animals may include, but not be limited to:

1. Animals that damage common property;
2. Animals that defecate or urinate on common property;
3. Animals that are not in the complete control of their handler;
4. Animals that exhibit aggressive or dangerous behavior; or

5. Animals that are conspicuously unclean or infected with diseases or parasites that may be transmitted to humans or other animals.

10. **Damages** – Animal owners shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. The owner of any animal is responsible for damages that their animal causes to Association or resident property. Such damage shall include, without limitation, the costs of cleaning, repair and sanitization, as may be required, as well as the cost of eradication of any insect infestations caused by the animal.

**11. Enforcement -**

Violation of the provisions of this section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine the animal owner up to \$50 per day, not to exceed \$1,000 in the aggregate for a continuing violation (as may be provided in these applicable rules and regulations, the Declaration, or pursuant to relevant Florida law); the right to suspend the rights of the Apartment Owner, or the Apartment Owner's tenants, guests or invitees, to use the Common Elements, common facilities or any other Association property for a reasonable period of time; and/or the right to require any pet to be permanently removed from the Condominium property

## Assessment Payments

1. Each apartment owner shall be liable for a proportionate share of the common expenses.
2. Monthly assessment payments are due the **first day of each month**.
3. In the event that assessment or special assessment payments remain unpaid fifteen (15) days after due date, a late charge shall be imposed as set by the Board of Directors.
4. The association has a right of lien on each condominium unit for any unpaid assessments or special assessments with interest, costs and reasonable attorney fees incurred by the Association in the collection of the assessment or enforcement of the lien.

### Acceleration of Assessment Installments by Default

If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and then the unpaid balance of the assessment shall be due upon the date stated in the notice.

### Delinquent Accounts

Any form or request which requires approval by the Management Office and/or the Board of Directors will be subject to a review of the unit's financial ledger. Any delinquent amounts must be paid in full prior to the form or request being approved unless the request is to remediate water or mold damage or is to address a life/safety issue.

In accordance with collection policy adopted by the Board of Directors at a duly posted meeting on March 15, 2018, If the maintenance fee for any apartment is delinquent for more than 90 days:

“Common Area usage will be suspended including but not limited to: Package storage, Pools and Tennis courts and Gyms, Party room, BBQ area, Resident gate to parking area, Entry doors other than the front door to the lobby.”

## Sale or Lease of Apartments

Detailed rules with regard to the transfer of an apartment and screening fees are set forth in Article 11 of the Declaration of Condominium of the Association. Leasing of an apartment shall not release or discharge the unit owner from compliance with any obligations and responsibilities as an owner as set forth in the Official Documents and Rules and Regulations of the Association.

These rules are also applicable to any person occupying an apartment as a lessee to the same extent that they are applicable to any unit owner.

1. No unit owner may sell or lease his apartment without the approval of the Association, as set forth in Article 11 of the Declaration of Condominium.
2. There shall be **no leasing** of any unit during the **first year of its ownership** by any person, firm or entity, save and except in those instances where ownership of same has been acquired by devise or inheritance.
3. No Lease of any unit shall be made for any period of less than four (4) consecutive months duration, and further, that no unit shall be permitted to be rented more than one time during any twenty-four (24) month or longer lease period. No unit owner may lease his apartment if the unit is under contract of sale.
4. It is further expressly stated that in the event a unit owner has leased out his/ her apartment for a period of 4 months or 2 years or longer leased period and thereafter, but during the term of said lease, the apartment is sold to a third party, such third party cannot re-rent the apartment at the end of the aforesaid lease until a full year has elapsed. This rule makes certain all buyers of apartments are on an equal basis with regard to rentals, as contemplated in the provisions set forth in our documents.
5. There will be a screening fee to be set by the Board of Directors, such fee not to exceed the sum of \$100.00. No screening fee will be required on renewal of a lease of the same apartment; however, each lessee must be re-screened on renewal of a lease.
6. In the event an owner of a leased apartment becomes delinquent in payment of monthly and/ or special assessments; the Association may collect rent from the tenant and credit the owner's account for such delinquency. An agreement to this effect must be signed before Consent of Rental Is issued.
7. No rooms may be rented, and no transient tenants shall be accommodated in any apartment. No short-term rental is allowed including and not limited to private rentals, rentals and bookings and advertising through Airbnb, Homeaway, VBRO, VacationRentals.com, TripAdvisor, FlipKey, Booking.com, OneFineStay, 9Flats, MLS or any other similar or through any other method.
8. In Accordance with Section 11.10 to Article 11 No apartment may be sold unless the sale or refinancing results in the purchaser having no less than 20% equity.
9. An application for screening and approval submitted to the Screening Committee for the sale or lease of an apartment unit must have attached thereto:
  - a. Copy of said Agreement.
  - b. Refundable security deposit not to exceed the equivalent of one month's rent, said deposit to be placed in a non-interest-bearing escrow account. The amount of this deposit shall be set by the Board at its discretion.
  - c. Checks are to be payable to the Commodore Plaza Condominium Association, Inc.

- d. Screening fee as set by the Board of Directors not to exceed \$100.00
- e. Refundable security deposit not to exceed the equivalent of one month's rent, said deposit to be placed in a non-interest-bearing escrow account.
- f. The amount of this deposit shall be set by the Board at its discretion.

### Plumbing Inspections

No lease or sale of any unit shall be made without having an inspection and approval of all plumbing connections. The inspection must be done by a licensed plumber. A record of the inspection along with photographs of each connection and a list of any repairs necessary shall be submitted to the Management Office. No approval of a sale, lease, or lease renewal shall be granted until said repairs are performed.

Maintaining all plumbing connections in good condition is the responsibility of the unit owner. Failure to maintain all plumbing connections in good condition constitutes negligence on the part of the owner. Inspections shall be valid for 3 years and shall be repeated every 3 years, with a copy of each updated inspection provided to the management office. Unit Owners shall be responsible for any damage caused in the Common elements or the Units as a result of their failure to conduct such inspection. Compliance with this rule shall not excuse an owner or resident from performing maintenance and periodic inspections as may be reasonable and appropriate.

### Insurance

Each Unit Owner or resident shall obtain and maintain at all times individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use. Each Unit Owner or resident shall provide the Association with a valid certificate of insurance. Every hazard insurance policy issued or renewed on or after to an individual Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner or resident providing such coverage shall be without rights of subrogation against the Association. All real or personal property located within the boundaries of the Owner's Unit, which is excluded from the coverage provided by the Association as required herein, shall be insured by the individual Unit Owner or resident.

### Approval of Lease Renewal

Lease renewals shall be submitted to the Management Office for review 60 days in advance of the termination date on the lease and must be approved by the Board of Directors within 30 days of receipt.

Lease renewals are subject to a review of any complaints or incident reports on file for the unit. Multiple incidents or a pattern of failure to abide by Association Rules by any or all tenants will result in a denial of the renewal. Where practical, the Board may notify the owner in advance of the 60 day notice that a lease will not be renewed.

## Orientation

All unit owners, residents, & or tenants must complete new resident orientation after the closing of the unit or the initiation of a lease. This orientation must be attended by the occupants only & must be scheduled & completed before moving in is permitted.

## Authorized Identification Mandatory

Automobiles: Authorized Vehicle Identification must be issued to each resident unit owner. Said ID is a Bar Code Sticker. First sticker issued will be \$5.00 charge. If second sticker is required there will be a \$10.00 charge.

All vehicles should have identification- either a bar code or pass in the windshield if parked on property.

## Deliveries or Moves into or out of the Condominium

Concierge staff or Security Officers will give proper instructions to residents, delivery or moving persons. They will be directed to use the service entrances and service elevators.

1. Each person must arrange through Management for appropriate time schedule for large moves in or out of complex, which moves are permitted only on Monday through Friday, except holidays.
2. When moving there will be a \$50.00 charge for use of the freight elevator.
3. A deposit of \$200.00 will also be required for possible damage to common elements during moving or bringing in large items, tile, carpet, painting equipment and the like. Deposit will be returned after inspection by Management, provided no damage occurs, within 10 days.
4. Delivery or moving furniture and large personal items is permitted from 8am to 5pm, Monday through Friday, except for holidays. No moving or delivery is permitted after 5pm. Deliveries or moves which start before 3pm may continue until complete.
5. If special problem arises over which a resident has no control, Management should be advised during office hours for consideration of the problem on its own merit.
6. Provide Management Office with 2 weeks' notice of move-in date.

## Common Elements

No immoral, improper, offensive or unlawful use shall be made of the Condominium property, nor any part of it. No practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property will be permitted.

1. All parts of the Condominium shall be kept in clean and sanitary condition and no fire hazard permitted to exist.
2. The exterior portion of the building must maintain a uniform appearance. No awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antennae may be affixed or placed upon exterior walls, window enclosures or roof. Nothing may be hung or displayed on the outside walls of the building.
3. No tape can be left on windows or should be placed on windows in a storm. If visible must be removed immediately.
4. Proper attire including footwear and top covering must be worn in the elevators, hallways, and lobbies always.
5. Riding bicycles, motorcycles, skate boards, roller skates or the like on the grounds of Commodore Plaza, including garages, parking areas and ramp is strictly forbidden. Bicycles or motorcycles may be used by residents only for the express purpose of entry, authorized parking, and exit.
6. Bicycles entering the building must go through service elevator & be kept inside the unit or in the bicycle room. Or other association approved area at owner's risk. Bike's are not allowed to be stored on balcony or tied up in any public/common area on property. The Association is not responsible for any theft or damage to bicycles or bicycle accessories.
7. The water outlet at the southeast end of the Tower building property is provided for use of boat and car owners. Any person using the facilities must leave the area clean and free of rags, paper, and any soapy water. This facility is for the use of residents only.
8. Residents and their guests are prohibited from entering or attempting to enter the roofs, elevator shafts, elevator equipment rooms or power room of the buildings.
9. No equipment or supplies belonging to the Association may be used or borrowed by any resident.
10. Commercial grocery carts are strictly forbidden in our buildings
11. All contractors must be licensed, insured and have proper permits.
12. Window treatments which can be seen from the outside of the unit must be neutral colors such as white or beige.

### Bulletin Boards

1. All notices to be posted on the bulletin boards opposite the mailboxes in the lobbies must be approved by Management.
2. Posted signs must be of uniform size: organizations shall be advised, in writing, by Management as to proper authorized dimensions to be used.

3. All glass enclosed bulletin boards are for the Board of Directors.
4. Commercial literature is not permitted for posting on Bulletin Boards except for commercial announcements of events in reserved Auditorium, Party Room or Video Room.

### Elevators

1. No smoking, food or drinks are to be consumed in elevators. Accidental spills or damage should be reported to the front desk immediately. If not reported, spilling liquids, damaging or soiling floors or carpets or leaving trash in the elevators is a violation of the Association rules. Reported violators will be summoned before the Grievance Committee for appropriate action and fined at the discretion of the BOD.
1. All large items, deliveries, contractors, etc., must be transported via service elevator. Unit owners/residents must reserve service elevator with the management office, complete all forms, and pay all applicable fees.

### Laundry Rooms

1. Laundry rooms may be used between the hours of 8am and 10pm.
2. Machines must be emptied as soon as washing and/or drying cycle is completed.
3. Filters in washing machines and dryers must be cleaned after each use.
4. Rooms and equipment must be left clean and available for the next user.
5. In the event of mechanical failure of equipment, the service company must be notified by phoning the number posted in the rooms.
6. Lights must be turned off when leaving laundry rooms.
7. Door to remain closed at all times to comply with Fire Department regulations.

### Lobbies

The lobbies of the Tower and Century Buildings are the first introduction to your home. No resident should conduct himself or permit others to participate in any action that would be an embarrassment to his neighbors or guests. Our lobbies are well decorated and clean, and an asset to our Condominium when properly used.

1. Loitering or congregating in the lobbies is not permitted. This area is not intended for meetings or for group use.
2. Shouting and offensive language do not contribute to the dignity of the Condominium and will not be tolerated

## Parking

1. Resident and guest parking spaces may be used by passenger cars only. No trucks or commercial vehicles are permitted. "Commercial shall refer to Classification of Motor Vehicle Dept. As evidence by owner's registration slip issued by M.V.D., or any vehicle obviously used for Commercial purpose, i.e. having advertisement or the like.
2. Residents or their guests who park their cars illegally are liable for the inconvenience and expense of having their cars towed.
3. Each apartment unit shall have an assigned car space.
4. Cars belonging to residents must be parked in assigned spaces only. Cars must be pulled **head in** only and **centered** to avoid encroaching on the neighboring space. No parking is allowed in roadways or driveways. An authorized bar code sticker must be affixed to right side rear window of **all cars** belonging to residents.
5. Residents must obey speed limits, direction arrows and signing in garages, outdoor parking areas and adjacent roadways.
6. Residents must not litter parking areas and adjacent roadways and must use trash cans provided for this purpose.
7. Residents shall advise their visitors to use guest parking at the southwest aisles of the Tower Building. If spaces are not available, advise guest to check with doorman or guard, for use of open spaces.
8. Only passenger cars are allowed under covered parking area. **NO TRUCKS.**
9. Motorcycles allowed in designated areas only.
10. No commercial trucks allowed on premises from 6pm to 8am. **NO TRUCKS ON SUNDAY.**
11. Visitors- 4-hour visitor parking only, from 8am to 6pm daily **Gate Pass** on dash required. Overnight visitor parking 11pm to 8am \$5.00 paid at the Century Concierge desk. **NO CASH ACCEPTED**, credit card only. All others will be towed.
12. It is the unit owner's responsibility to ensure their visitors or guest are aware and abide by all parking rules & regulations. Any vehicle not in compliance with all parking rules and regulations will be towed at the owner's expense.
13. Overnight guest parking is allowed from 9pm to 9am in the two car wash spots in the rear of Tower Building near the marina. Any visitor who is not displaying a Guest pass in this area between 9pm-9am will be towed, without notice or courtesy call at the owner's expense.
14. Vehicles must be kept in proper operating condition at all times. Any Vehicle deemed unsightly or causing damage to the parking area due to lack of upkeep or repair will be towed at the

owner's expense. Additionally, the parking spot assignee will be held financially responsible for any damage caused to the parking spot from said negligence.

15. All vehicles must have current valid registration and insurance. Any unregistered vehicle will be towed at the owner's expense.
16. No motor vehicle, motor cycle or vessel may be disassembled, nor repairs made on Association property. This includes but not limited to engine tune ups and overhauling, exhaust and fuel system repairs, brake or brake lining and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
17. Assigned parking spaces may be used by the resident assigned to that parking space only. If a vehicle is found parked in another unit owner's space without consent, the unit owner has the right to tow your vehicle at vehicle owner's expense, without notice or courtesy call. Please park in your assigned parking space to avoid conflict.
18. Visitors must park in guest parking only, upon parking space availability. Parking on the grass is not permitted. Any vehicle illegally parked in the fire lane will automatically be towed, without notice or courtesy call.
19. Any car without a barcode decal should have to come through the visitor gate and get a parking pass.
20. Residents may not park any Commercial vehicle, obviously used for commercial purposes, in assigned spaces. Trucks are not allowed to be parked under the covered garage. A decal will not be issued to any vehicle which fits this description.
21. All Residents' vehicles must display a Commodore Plaza Decal or a Red sticker (for the 2nd vehicle) which is given to you when you register said vehicles. Any vehicle not displaying Commodore's decal or Red sticker (for 2nd vehicles) may be subject to towing, without notice, at owner's expense and we will disconnect the transponder until violation is corrected.
22. Resident's vehicles must be registered with the Management Office. Proof of current registration and insurance are required.
23. Guest parking is available. Guests must obtain a parking pass at the Gatehouse and display the pass on the dashboard of the vehicle. Parking passes are valid for a maximum of 48 hours. Residents using guest spots must follow guest spot rules.
24. Resident spaces and guest spaces are clearly marked and numbered. Parking in a spot other than a numbered space will result in towing without notice, at the expense of the vehicle owner's expense.
25. Parking rules and hours for guest/visitor spaces are posted throughout the property. Failure to abide by posted rules will result towing without notice at the vehicle owner's expense.

26. Any resident renting a parking space must provide to management the written consent from the unit owner of said parking space.
27. All guests must display on their dashboard, a guest pass issued by the Gate. Failure to display a guest pass or having an expired guest pass will result in towing, without notice or courtesy call, at owner's expense. **Guest passes are valid for 48 hours only.**
28. Contractor vehicles or any Commercial Service truck is not allowed on premises from 5:00 PM to 8:00 AM from Monday through Friday. **NOT ALLOWED ON WEEKENDS OR HOLIDAYS.** All contractor vehicles must display a contractor parking pass on their dashboard. Failure to display a contractor's pass or having an expired contractor's pass will result in towing, without notice or courtesy call, at owner's expense. **Contractor passes are valid for one business day.**

### Resident Storage Areas

Each owner is entitled to the use of 1 storage bin. No one is permitted to appropriate any storage bins or common area for storage which has not been assigned.

1. Smoking is not permitted, and no storage of flammable materials is permitted in storage areas.
2. All items must be stored inside assigned areas. Anything found outside assigned areas will be assumed to be trash and will be disposed of as trash.
3. Electricity must not be used in any storage area, under lease or otherwise, for any purpose other than illumination.
4. Lights must be turned off when leaving storage area.
5. Private storage behind laundry rooms In Tower Building are at your own risk, Association Is not liable for dampness, mold, water, theft or the like. Private storage facilities in either building are under the control of the condominium and fees are determined by the Board of Directors.
6. The Association is not liable for any damage to items kept in any storage areas.

### Trash Rooms and Trash Chutes

1. Refuse must not be left on the floor but must be put into the chute except for any items which may block the chute such as hangers, cartons, wood, etc. Persons must observe the rules as posted in the Trash Room.
2. Trash chutes may be used between the hours of 8am and 10pm.
3. Garbage must be put into plastic disposal bags and tied. As part of a recycling program, paper, bottles, and other posted items are to be place in their designated receptacles.

4. Chute doors must be closed after use.
5. Anything stored in the trash rooms will be handled as trash.
6. Lights will go off with timer.
7. Doors must be closed to comply with Fire Department regulations.
8. Cartons must be flattened plus taken to 1st floor Trash Room, not to be left on floor in Trash Rooms.
9. DO NOT put Glass and Metal down the chutes.
10. DO NOT put boxes down the chutes.
11. DO NOT leave any items on the floor of the garbage or adjacent room. Bring large items down to the dumpster.
12. Failure to comply with Trash Room rules will be subjected to Grievance review.

### Recreational and Social Facilities

First consideration for the use of all recreational facilities shall be given to unit owner, lessees, and permanent residents before guests. Residents and their guests use our facilities at their own risk. Posted rules must be observed.

### Indoor Recreational Facilities

#### Auditorium

The auditorium shall be for the use and benefit of the residents of Commodore Plaza, as approved and programmed by the Board of Directors. All use must be arranged solely through Management or person designated. NO SMOKING IS PERMITTED.

1. Schedule of fees for use of Auditorium may be changed at the discretion of the Board. A signed application for date of proposed use, shall be submitted for approval.
  - a. The charge for private use is \$250.00 plus sales tax. for each day. Food may be served. This charge is for a permanent resident of Commodore Plaza. Accredited outside organizations, groups or individuals will be charged \$300.00.
  - b. A deposit of \$150.00 is required when application is made. The balance is due 24 hours prior to the function. In addition, a returnable deposit of \$150.00 is required when application is made. This deposit will be refundable within 10 days after use of the Auditorium. subject to deduction for any damages incurred. Organizations or individual(s) signing the application

assumes responsibility for the above and the cost of any damages exceeding the deposit of \$150.00.

- c. Recognized in-house organizations or groups having at least 65% of its membership comprised of bona-fide residents of Commodore Plaza may use the Auditorium for their meetings for a fee of \$50.00, plus sales tax, per year. The fee may be paid before the first meeting or one-half (\$25.00) to be paid prior to the first meeting, the remainder must be paid prior to the sixth meeting. Food or drink may be served for an added fee of \$25.00 plus sales tax per event. **NO ORGANIZATION OR INDIVIDUAL MAY USE THE AUDITORIUM TO SPONSOR OUTSIDE COMMERCIAL VENTURES.**
2. All functions in the Auditorium shall terminate no later than twelve o'clock midnight, unless otherwise approved by the Board.
3. Any individual, group or organization responsible for the use of this area must be sure that the Auditorium, the adjacent kitchen, and utensils are left in a clean condition in the interest of sanitation.
4. Only qualified, specific personnel are permitted to operate the audio, lights, movie projector and air conditioning.
5. Any committee representing a recognized religious denomination may make an application directly to the Board for use of the auditorium for religious services. All such arrangements including fees for such use shall be under the sole jurisdiction of the Board.

### Party Room Century Building

The Party Room is for the benefit of permanent residents of Commodore Plaza. All use must be arranged solely through the Board of Directors or designated person.

1. Schedule of fees for use of Party Room may be changed at the discretion of the Board. An Application for date of proposed use, purpose of use and authorized signature must be submitted.
  - a. The charge for private use by a resident is \$100.00 plus sales tax, per day, food may be served. A deposit of \$50.00 is required when application is made. The balance is due 24 hours prior to the function. In addition, a refundable deposit of \$50.00 is required when application is made. This deposit will be refunded within 10 days after use of Party Room, subject to any damage incurred. The individual(s) or organization signing the application assumes responsibility for the above and any damages exceeding the deposit of \$50.00.
  - b. Recognized in-house organizations or groups having at least 65% of its membership comprised of bona-fide residents of Commodore Plaza, may use the Party Room without charge, other than rent fee as noted in Auditorium, Section 1 (c)", provided no food or drink is used or sold. An application must be submitted. In the event food or drink is served or sold, there is a charge of \$10.00 plus sales tax, per day for clean-up.

2. Party room is available to unit owners and residents by reservation only.
3. To reserve the party room, residents must come to the Association management office and complete the party room rental agreement.
4. All application fees must be paid in the form of a check or money order prior to reservation.
5. Fees will include a usage fee, plus a refundable deposit.
6. Limited to a total of 40 guests.
7. Music cannot be played after 11:00 pm.
8. No smoking allowed in any part of the party room.
9. No alcoholic beverages are allowed in party room or any area surrounding party room and/ or any common area.
10. Due to property parking limitations. Non-resident guests attending parties in the party room shall not utilize the property guest parking spots. The unit owner/ and or resident must make other arrangements.
11. Costs for any damage to the party room and/ or any common elements will be the responsibility of the unit owner/ and or resident who has reserved the party room
12. Attendance is limited to no more than 40 people at one time. This applies to all meetings and events.
13. Music may not be played after 11 pm and all affairs shall conclude no later than 12:00 Midnight.
14. Any individual, group or organization responsible for the use of this area must be sure that the party room, the adjacent kitchen and all utensils are left in a clean condition, in the interest of sanitation.

### Billiard Room Tower Building

This room is for the use of players only. It may not be used as social or meeting room. No Loitering is permitted. Proper dry attire must be worn, including top covering and shoes. No smoking, food, or beverages permitted.

1. Hours for use are 10am to 10pm seven days a week.
2. Residents must sign in to obtain keys for the room and equipment closets from the doormen in the morning and afternoon and from the security guard in the evening. Residents are responsible for any damage to the tables and equipment caused by themselves or their guests.

3. After use of the room and equipment, cue sticks must be returned to racks. Each resident must return keys to either doorman or security guard and sign again. Keys are not to be given to anyone else to use the room without signing.
4. Use of the Billiard Room is restricted to residents and registered guests 16 years or older.
5. Guests must be accompanied by a resident and are limited to the use of one table. Play is restricted to thirty minutes unless no other players are waiting. No one person may play alone if another person is waiting.
6. All equipment must be used with care and the room must be left in the same condition as it was found. Before play is started, any damage found should be reported to the doorman or security guard. After play, any damage which may have occurred must be reported.
7. Sign in sheets will require date, name of resident, apartment number, time keys are obtained, time keys were returned.
8. Thermostats and lights must be turned off when leaving the billiard room.
9. Door must be locked when last player leaves.

### Card Rooms

1. No one under the age of 18 is permitted in the card room.
2. Tables may not be reserved.
3. Hours for use are:
  - a. Tower and Century card rooms 10am to 11pm daily unless reserved.
  - b. Party Room in Century Building is available as a card room.
4. All residents must accompany their guests. Residents and their guests are required to have Authorized Identification in their possession in order to play cards.
5. No food or beverage is permitted except in Party Room.
6. No gambling is permitted.
7. Chairs must **not** be tilted. If any resident or his guest breaks or damages a chair, the resident is responsible for the cost of repair or replacement.
8. All players are required to leave their tables clean, when they leave, by using the litter containers supplied for this purpose in each room.
9. All lights must be turned off by the last players leaving the card room.

## GYM

Rules posted are for the benefit of all residents.

1. Facilities may be used between 6am to 10pm SHARP!
2. Children must be accompanied by a parent or guardian.
3. Care must be exercised in the use of all equipment.
4. Use of equipment at your own risk.
5. Pets, food and beverages are not permitted in the areas.
6. Air conditioning, TV's and lights must be turned off when leaving the gym.
7. Door must be locked at all times, either by key from outside or by latch from inside.

## Outdoor Recreational Facilities

### *Outdoor Cooking /Barbeque Area*

A propane Grill is available for rental through the management office. This is the ONLY grill that is allowed for the use of outdoor cooking in the designated area adjacent to the 1st floor pool. NO PERSONAL GRILLS or unauthorized outdoor cooking in the designated area without reservation.

1. BBQ area is by reservation only.
2. Residents only may reserve the BBQ area.
3. There is a \$35.00 usage fee per BBQ paid by check or money order.
4. A \$100.00 refundable deposit in the form of check or money order must be placed with the Association Management office prior to the BBQ reservation.
5. Residents are limited to 15 guests in the BBQ area.
6. Guest for resident's BBQ are not allowed to park on property. Due to parking limits guest must park off the property grounds and the resident must make travel arrangements.
7. There can NOT be a DJ, live band and/or hired performers of any kind for any functions in the BBQ area. Music must be played at a respectable level. If asked to turn down the music or control BBQ noise more than (1) one- time music must be turned off for the remainder of the event and security may terminate the event.
8. BBQ can only be used on the 1st floor picnic area.
9. NO ONE UNDER 18 years of age can rent or operate the BBQ Area.

10. Residents must supply their own BBQ Utensils.
11. Tin foil MUST be placed in the grease catcher trap.

### *Shuffleboard*

1. Players must wear appropriate footwear.
2. No one is permitted to walk on or across courts
3. Children must be accompanied by a parent or guardian.
4. All equipment is the responsibility of the resident or his guest and must be returned to the locker after use.

### *Tennis Courts*

Permanent residents of Commodore Plaza shall have first consideration in the use of the courts. You must sign in after 7am designating the hour of use on that day, with names of registered guests who plan to play during the time specified. No one is permitted to reserve courts for people other than his/her own game.

1. We have a log with each front desk to keep track of who has reserved the court and who is in use of them.
2. The log is being revised to reserve the tennis courts for periods of 1 to 1/2 hours at the time.
1. No consecutive reservations will be allowed.
2. No more than two reservations per day, once in the morning, and once in the afternoon.
3. Once your time is up, if there is nobody else waiting you can stay another 1 1/2 hours.
4. ID left with security reflecting Commodore address at all times. Rover will open/close courts for residents.
5. Instructors/residents can only give classes to residents, no outsiders.
6. Hours of operation are 6 AM to 10 PM.
7. Reservations can only be made no more than 24 hours in advance.

### *Swimming Pools and Adjacent Areas*

The Board of Directors and Management shall have complete authority to enforce all rules for the pool in the upper and lower areas as well as adjacent areas. Residents and Guests must observe posted Rules as well as those in the Rules and Regulation Manual.

1. Pool hours are from sunrise to 10:00pm. It is strongly recommended and urged as a **safety measure** that persons using pools after sunset be accompanied by another person. Enter pools **AT YOUR OWN RISK.**
2. All persons must shower before entering pools.
3. All persons must enter and exit pools from steps.
4. No **Diving, Jumping, or Horseplay** is allowed.
5. No one is permitted in pools during an electrical storm.
6. Children are permitted in the pools when accompanied by adult guardian.
7. Infants and toddlers that are not potty trained must wear a swim diaper.
8. No floatation devices, toys, balls or objects are allowed. **Noodles are accepted.**
9. No food is permitted on the pool deck. No drinks in the pool. Water in plastic bottles is acceptable.
10. Drinks are permitted on the deck, but they must be in a plastic container **NO GLASS BOTTLES.**
11. No loud Music.
12. Proper swimwear is required.
13. **NO SMOKING IS ALLOWED IN THE POOL AREA OR ON THE POOL DECK.**
14. **NO Pets** are allowed in the pool or on the pool deck area.
15. Everyone entering or leaving the pool area must wear a cover up over their bathing suit and proper footwear must be worn.
16. Pre-arranged parties in the card room/party room or residence do NOT include use of the pool.
17. For safety reason: infants in strollers, carriages or other wheeled vehicles are not permitted in any area adjacent to the first or third floor pools.
18. Nothing is to be left overnight in the pool areas.
19. Residents may have a maximum of four (4) guests at pool. Guests must be registered with Pool Manager.

20. Chairs and umbrellas cannot be reserved. Lounges must be covered with a towel.
21. Outdoor furniture is for the exclusive use of the pool areas and is not to be brought indoors into any private unit.
22. Pre-arranged parties in the Card Room or residence do not include the use of the pools.
23. For safety reasons; infants in strollers, carriages, or other wheeled vehicles are not permitted in any area adjacent to the first or third floor pools. Nothing is to be left overnight in the pool areas.
24. If a resident or guests breaks or damage the furniture or umbrellas on the pool deck, the resident will be responsible for the cost of repair or replacement.
25. Litter must be disposed in containers provided.
26. The area between the pool coping and yellow line is a designated passageway; **no chairs, tables, shoes or other obstacles** are permitted in this area.
27. The pools are family oriented, offensive language, clothing with offensive pictures or language is not allowed.
28. All residents and their guests must follow the pool rules.
29. No resident or their guest may attempt to gain access to a pool area by means other than unlocking the gate/door with their authorized key fob.
30. Swim Weights or swim appropriate exercise equipment can be used in the pool when the pool is not crowded as to not interfere with other swimmers.
31. Violations of these Rules **will result in a FINE.**

## Boat Docks

1. You must be an owner in order to use a boat dock or davit.
2. Boat docks must be kept free of debris. Items found in the dock area will be discarded without notice or courtesy call or subject to fine or other penalty.
3. Only pre-approved, by the Association Board of Directors, storage containers and equipment are allowed in the boat dock area.
4. No grills, tables, tarps, awnings or other items may be attached to the fence, light post or left on the marina area.
5. Storage boxes must be maintained in good repair and appearance at all times. Must be approved by management office.
6. Use of dock space must conform with the declaration. Any transfer or assignment of dock space must be approved in writing by the Board of Directors.
7. No person may stay overnight aboard any vessel docked at the marina.
8. The dock space may only be used for access to a vessel and storage of gear in boxes. No gatherings are allowed, no fishing is allowed.

## Vessel Insurance:

1. All vessels must have current registration.
2. The Association must be listed as Additional Insured.
3. The Association requires a waiver of subrogation in favor of the Association.
4. The Vessel must have Commodore Plaza as registered address.
5. Insurance coverages and limits must meet or exceed the following:

### **Liability to others**

|                                         |                                               |
|-----------------------------------------|-----------------------------------------------|
| Bodily Injury Liability                 | \$100,000 each person/\$300,000 each accident |
| Property Damage Liability<br>Liability) | \$50,000 each accident (Include Fuel Spill    |
| Uninsured Boater                        | \$100,000 each person/\$300,000 each accident |
| Medical Payments                        | \$2,500 each person                           |
| Comprehensive                           | Agreed Value of Vessel                        |
| Collision (include wreckage removal)    | Agreed Value of Vessel                        |
| Coastal Navigation                      | 75 Nautical Miles                             |

## SECURITY And ACCESS

### Resident Gate

Access for vehicles entering through the resident gate is controlled by bar code decal. Decals are issued by the Management Office to registered owners and residents of Commodore Plaza. Vehicle owner must present current driver's license, registration and proof of insurance.

### FOB/Electronic Keys

Access to the buildings is controlled by electronic key FOBs. All doors have electronic operators which will open, then close the door.

### One FOB per Registered Resident

Each FOB is unique and will be assigned to one individual. One owner from every unit will receive a key fob at no charge. An owner may request a key fob for each person over the age of 13 who is a registered resident in their unit, you must appear in person with a photo ID. Proof of residence must be provided. No "extra" key FOBs will be distributed.

#### Proof of residence may be provided as follows:

- a. Present a photo ID, proof of your Commodore Plaza address, or a utility bill with the Commodore Plaza address and the name on the photo ID, **and** be verified by the Management Office as a registered resident of the property.
- b. Owners are person(s) listed on the Warranty Deed. If the unit is held in a trust or by a corporation, documentation must be provided to demonstrate that the person requesting the key FOB is trustee or manager of the corporation.
- c. A registered resident is a person living in the unit who has registered with the Management Office, been screened and undergone orientation. Residents under the age of 18 are not required to undergo screening or orientation.
- d. If the resident is a tenant with a lease, a copy of the lease must be on file in the Management Office along with a security deposit.

### Replacement FOB

If your FOB is damaged, lost or stolen you must report it to the Management Office immediately.

1. In addition to the cost of the FOB you will be charged an administrative fee of \$55 to cover the cost of deactivating the lost or stolen FOB and programming a replacement.
2. There is no charge to replace a FOB with no visible damage. The FOB must be returned to the Management Office.
3. Residents or guests may not tamper with or otherwise interfere with the performance of the FOB itself, the FOB readers or the Electronic doors. Residents or guests may not attempt to duplicate a FOB or use a FOB which was not issued by the Management Office. Repair calls to assess or repair damage to doors or readers will be the responsibility of the resident or their guest.

### *Unauthorized Access*

1. No resident or their guest may attempt to gain access to any common area without a key fob.
2. Bypassing gates, doors or fencing, ringing for security except at the front entrance to either the Tower or Century building or waiting for another person to open a door so that you can enter is prohibited.
3. Concierge staff at the front desk will open the front lobby door. All persons will be asked to sign the guest log or provide identification showing proof of residence.
4. Fobs are issued only to **owners and legally registered residents of the Commodore Plaza, Association employees and Association contractors.**