

**CRESTVIEW TOWERS CONDOMINIUM ASSOCIATION INC RULES REGARDING
UNIT TRANSFERS, SALES AND OCCUPANCY**

THE SPECIFIC RULES REGARDING LEASING OR RENTING THAT THE ASSOCIATION DESIRES TO EMPHASIZE IN THIS DOCUMENT ARE BELOW. HOWEVER, CRESTVIEW TOWERS IS GOVERNED BY CHAPTER 718 OF THE FLORIDA STATUTES, THE DECLARATION OF CONDOMINIUM, THE BYLAWS, THE ARTICLES AND THE REMAINDER OF THE RULES. AND YOU ARE ENCOURAGED TO READ ALL OF THE CONDOMINIUM DOCUMENTS BECAUSE THEY ARE ALL BINDING ON US ALL

WHEREAS, Article 13.2 A and B of the Declaration give the Association the power to approve or disapprove all sales and leases;

WHEREAS, Articles 12.7 and 12.11 of the Declaration grants the Board the right to promulgate and impose RULES and REGULATIONS and thereafter to modify, alter or amend the rules and regulations;

WHEREAS, the Association hereby gives guidance as to what sales will be approved, and lists certain conditions of approval

NOW THEREFORE, the Board hereby adopts the following guidance, rules and regulations regarding sales

1. The Association adopts the recitals and language above as if fully set forth herein.

2. Approval by Association/ Notice to Association

A) Sale . A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, a fully executed copy of the complete proposed sales contract, along with any and all addenda, a completed application for sale and purchase (provided by the Association), all documents requested by the Association in connection with the application, an application fee charge in the amount set by the Board up to the maximum amount permitted by law. In addition, the applicant shall provide such other information concerning the intended purchaser and all proposed permanent occupants as the Association may reasonably require, including but not limited to, federal and state tax documentation, payroll documentation, investment documentation and other income and financial documentation.

A1) In addition to the Notice described above, the intended purchaser and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee or other designated person selected by the Board. The

prospective purchaser and all proposed permanent occupants must agree to a background investigation including, but not limited to, criminal history, credit and financial history, prior residential history and civil litigation history. In the event the prospective purchaser, or any family member, guest, or invitee of the prospective purchaser moves in without the prior written permission of the Association, the purchase application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective purchaser and the Unit Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not.

(B) Lease. A Unit Owner intending to make a bona fide lease of the Unit (Which is only permitted once the building re-opens) shall give to the Association notice of such intention, together with the name and address of the intended lessee, a fully executed copy of the complete proposed lease, along with any and all addenda, which shall be on a written lease agreement form approved by the Association, a completed application for lease (provided by the Association), a screening fee in the amount set by the Board up to the maximum amount permitted by law, and such other information concerning the intended lessee and all proposed permanent occupants as the Association may reasonably require.

(B)(1) As part of this Notice, the intended lessee and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee or any designated person selected by the Board.. The prospective lessee and all proposed permanent occupants must agree to a background investigation including, but not limited to, criminal history, prior residential history and civil litigation history. In the event the prospective lessee, or any family member, guest, or invitee of the prospective lessee moves in without the prior written permission of the Association, or in violation of any of the above restrictions, the lease application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective lessee and the Unit Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not.

(C) Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained title by gift, devise or inheritance, or by any other manner whatsoever that is not a sale or lease, shall give to the Association notice of the acquisition of title, together with such other information concerning the Unit Owner and all proposed permanent occupants as the Association may reasonably require, a certified copy of the instrument evidencing the Owner's title, a completed owner's application (provided by the Association), and a screening fee in the amount set by the Board up to the maximum amount permitted by law. As part of this Notice, the intended Owner and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee or any person selected by the Board.

(C)(1) The prospective Owner and all proposed permanent occupants must agree to a background investigation including, but not limited to, criminal history, prior residential history, credit and financial history and civil litigation history. In the event the prospective Owner, or any family member, guest, or invitee of the prospective Owner moves in without the prior written permission of the Association, the owner application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the Owner and the prior Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not.

(D) Permanent Occupancy. A Unit Owner intending to give a bona fide possessory interest of the Unit or who intends to permit anyone to occupy the Unit permanently (including but not limited to roommates or family members) shall give to the Association notice of such intention, together with the name and address of the intended permanent occupant, a completed application for permanent occupancy (provided by the Association), a screening fee set by the Board up to the maximum permitted by law and such other information concerning the intended permanent occupant as the Association may reasonably require. As part of this Notice, the intended permanent occupant must schedule a personal interview with the Board or a Screening Committee or any person selected by the Board. The prospective permanent occupant must agree to a background investigation including, but not limited to, criminal history, prior residential history and civil litigation history. In the event the prospective permanent occupant moves in without the prior written permission of the Association, the permanent occupancy application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective permanent occupant and the Unit Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not.

(E) Approval of Corporate Owner or Purchaser. Inasmuch as a corporation or other non-natural person designates people who may occupy a Unit, if the Unit Owner, purchaser, or lessee of a Unit is a corporation or any non-natural person, the approval of ownership and/or possession shall be conditioned upon all natural persons intending to occupy the Unit receiving prior written approval from the Association for such occupancy. A corporate or other non-natural person owner or possessor of a Unit shall follow the same procedure and adhere to the same requirements as a natural person who desires to permanently occupy a Unit, when the corporation or other non-natural person designates the occupant of the Unit.

3. The Association hereby advises everyone that the current screening charge, and maximum fee permitted by law (which will be charged to all applicants is (as of May 2022) as follows:

718.112(2)(i) *Transfer fees.*—.... Any such fee may be preset but may not exceed \$150 per applicant. For the purpose of calculating the fee, spouses or a parent or parents and

any dependent children are considered one applicant... The foregoing notwithstanding, if the authority to do so appears in the declaration, articles, or bylaws, an association may require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of 1 month's rent, into an escrow account maintained by the association. The security deposit shall protect against damages to the common elements or association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of chapter 83.

4. You should also be aware that the following will be considered in connection with all applications to purchase, lease and/or occupy the unit.

A) The application for approval on its face, or subsequent investigation thereof, indicates that any of the prospective purchaser(s) or prospective occupant(s) intend to act in a manner inconsistent with the Condominium Documents or Rules and Regulations. Without limitation, a violation or possible violation of Rule 5 below shall be good cause to deny the application.

B) Any of the prospective purchaser(s) or prospective occupant(s) has/have been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior, or any felony;

C) The prospective purchaser(s) is/are financially unable to meet the obligations that are incumbent upon an Owner in the Community; the purchase of the Unit is beyond the financial ability of the person(s) seeking approval; inquiry into the financial responsibility of the person(s) seeking approval indicates an inability to afford the mortgage, maintenance assessment and other Unit obligations in addition to other financial obligations not related to the Unit; or the person(s) seeking approval has/have a history of not paying monetary obligations, has/have a poor credit history, has/have a bad credit score; has/have foreclosure(s); or has/have filed bankruptcy.

D). Any of the prospective purchaser(s) or prospective occupant(s) has/have a history of disruptive behavior or disregard for the rights and property of others as evidenced by conduct in other social organizations or associations, or by conduct in this Condominium Community as a tenant, occupant, guest or Owner;

E). Any of the prospective purchaser(s) or prospective occupant(s) or the Unit Owner has/have failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the Application charge, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation.

F) All Assessments and other amounts due by the Unit have not been paid in full.

G) Any of the prospective purchaser(s) or prospective occupant(s) has/have a history of civil litigation that exceeds what is ordinary and prudent;

5) OWNERS MAY OWN A MAXIMUM OF THREE UNITS. In no event and without limiting any other provision contained herein shall any individual, corporation, partnership, limited liability company, trust or other entity ("Entity") or collection of such persons or Entities be permitted to own individually or collectively more than three (3) units at the condominium at any given time. Similarly, no individual may hold or own a legal or beneficial interest in more than three (3) Condominium units at any given time (a "Prohibited Beneficial Interest"). In addition, and without limiting the foregoing, for the purpose of this restriction only, and determining whether a "Prohibited Beneficial Interest" exists, or determining how many units any person or Entity or combination of same are deemed to own or hold a beneficial interest in for the purpose of the three unit limit herein, a unit will be deemed to be owned by not just the title owner, but in the case of a person or persons owning the unit, the unit shall also be deemed to be owned by that person(s) entire family related to the record owner by blood to the second degree ("Owning Family"), and all Condominium Units shall also be deemed to be owned by any Entity that any member of the Owning Family owns any interest in, and the Condominium Unit shall also be deemed to be Owned by any Entity that anyone in the Owning Family is an officer, director, employee, shareholder, partner, member, agent, attorney, or servant of, or independent contractor for, without regard to whether the Condominium Unit is actually owned in that capacity. ("Family Entity").

A) In addition, and without limiting the foregoing, for the purpose of this restriction, and determining whether a "Prohibited Beneficial Interest" exists, or determining how many units any person or Entity or combination of same are deemed to own or hold a beneficial interest in, a unit will be deemed to be owned by not just the title owner but if a Unit is owned by an Entity, that unit will also be deemed to be owned by all of that entity's affiliates, subsidiaries, parent companies, any other Entity that shares any ownership interest with the owning Entity whatsoever, and any other Entity that shares any shareholders, directors, officers, members, employees, agents, attorneys, independent contractors with the owning Entity, or to the extent any of the aforementioned are natural persons, then also including all family members of such persons to the second degree, without regard to whether the unit is owned as a joint business venture between such Entities or the entities are otherwise deemed related (collectively, the "Owning Entities"))

B) It is intended above that the term "Prohibited Beneficial Interest" shall be construed as broadly as possible, and that it shall be a violation of these rules for any person or Entity, Owning Family, Family Entity, or Owning Entities or combination of same described above, to individually or collectively own or be deemed to own more than three (3) units in the Condominium. Moreover, to the extent there exists any ambiguity at all or any dispute whatsoever as to whether any particular proposed owner of a Condominium Unit shall be

deemed to already own a unit for the purpose of this three (3) unit limit, the decision of the Association's Board of Directors at a duly noticed meeting called for that purpose (and any other lawful purpose, if applicable) shall be final and shall conclusively resolve the issue. Nothing contained herein shall be construed to suggest that the Association must hold such a meeting for this purpose, instead, it may elect to rely on the text of this provision with regard to any denial.

C) Anything to the contrary above notwithstanding, owners who already own more than the permitted amount of units will be entitled to keep the units, but will not be permitted to buy any additional units.

PLEASE, FILL OUT COMPLETELY

SIGNATURE

NAME _____

DATE _____

SIGNATURE

NAME _____

DATE _____

UNIT # _____

EMAIL AND PHONE # _____

10. Use Restrictions. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land:

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Signature _____

Date: _____

10.1 Apartments. Each of the apartment units shall be occupied only as a single family private dwelling by the owner, and members of his family not less than thirteen (13) years of age, subject to the provisions of 10.3 hereof. Except as reserved to Developer, no apartment unit may be divided or subdivided into a smaller unit.

10.2 Common elements and limited common elements. The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishings of services and facilities for the enjoyment of the apartments.

10.3 Children. No persons who have not yet attained the age of thirteen (13) years shall be permitted to reside in any of the apartments except with the written consent of the Board of Directors of the Association, provided such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner, and provided further, that children under such age may visit and temporarily reside in an apartment unit provided such temporary residence shall not exceed thirty (30) days within any consecutive twelve-month period.

10.4 Pets. No pets shall be maintained or kept in any of the apartments other than goldfish, tropical fish and the like and such birds as canaries, parakeets and the like, except as may be specifically provided for and authorized by the rules and regulations of the Association as they may be from time to time adopted or amended, or pursuant to the written consent of the Board of Directors of the Association, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner.

10.5 Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the

Signature _____

Date: _____

10.6 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.7 Leasing of Apartments. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guests, provided that no apartment shall be leased to an unmarried person under the age of twenty-five (25) years, except with the express written consent of the Board of Directors of the Association, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner; nor shall any leased apartment be occupied, permanently, or temporarily, by any person under the age of thirteen (13) years, except with the express written consent of the Association. No rooms may be rented and no transient tenants shall be accommodated in any apartment, nor shall any lease of an apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, the Charter and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Declaration of Condominium, Charter and By-Laws, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

10.8 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements or apartments, excepting that the right is specifically reserved in the Developer to place "For Sale"

Signature _____

Date: _____

or "For Rent" signs in connection with any unsold or unoccupied apartment he may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the owner of an apartment, and to the Association as to any apartment which it may own.

10.9 Interior hallways. All doors between apartments and interior hallways shall be kept closed at all times when not being used for ingress or egress. Screens or screen doors on entrances between apartment units and interior corridors are prohibited unless specifically authorized by the Association.

10.10 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the Condominium upon request.

10.11 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sale of all of the apartments of the Condominium, neither the apartment owners nor the Association, nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units, common elements and common areas, and of the Recreation Area, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, and showing of the property and the display of signs.

Signature _____

Date: _____