

Renaissance Ft Myers Condominium Association, Inc

Rules and Regulations

As Described in the Recorded Condominium Documents as of November 07, 2009
Amended October 21, 2015

**RULES AND REGULATIONS
FOR
RENAISSANCE CONDOMINIUMS**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Common Elements; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units, at all times.
3. No articles other than patio-type furniture (two chairs and a table) shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung front any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal of collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Bulk items are NOT allowed at the dumpster area. Construction debris, carpet, tiles, etc. are NOT allowed in the dumpsters or dumpster area.
6. Employees of the Association are not to be sent out by Unit Owners or occupants for Personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. **Motor Vehicles: Parking:** No motor vehicle shall be parked anywhere on the condominium property except in designated parking areas. Guests are to use guest parking spaces. No parking is permitted on the grass or on condominium property not designated for vehicle parking. No trucks or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business nor any box trucks or trailers may be parked on the condominium property. Boats, boat trailers, trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, (motorcycles are allowed as long as they do not disturb individuals peace and well-being), and any vehicles not in operable condition or validly licensed, may not be kept on the condominium property parking areas.
 - A. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, lettering, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.
 - B. "Trucks" means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This definition shall specifically exclude "pickup trucks" having one (1) ton or less load carrying capacity, "El Caminos", "Rancheros" and like vehicles and shall exclude passenger "custom" and like vans (provided same are not "commercial" vehicles, as defined above) currently marketed under the following manufacturers name plates: Chrysler Town & Country, Honda, Toyota Sienna's, and all other vehicles of similar design and custom

passenger vans. The term truck shall not include "Jeeps" if same do not have a cabinet box, bed, platform, box or rack, as described above and if same are not "non-passenger" vehicles, as described below; such as Ford Explorers, Chevrolet Suburban's, Jeep Cherokees, Toyota Sequoias, Honda Pilot and the like.

- C. "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.
- D. "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.
- E. "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.
- F. "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.
- G. "Motor Homes" or "Recreational Vehicle" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.
- H. No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. The Board, or any of the Board's agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, then the vehicle may be towed at the owner's expense.
- I. A speed limit of ten (10) miles per hour applies through the condominium roadways. Unnecessary vehicle noises are to be avoided within the grounds.
- J. Vehicle maintenance is not permitted on the condominium property. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the interior of the vehicle, waxing and checking fluid levels is permissible. Exterior vehicle washing is permitted. Emergency repairs to vehicles such as changing a flat tire is allowed.
- K. Covered Parking: Covered parking is \$40.00 a month. If an owner proves they are entitled to the covered parking by providing a copy of the deed to their property, then the lease contract will be null and voided immediately.
- L. In order to ensure the accessibility to the condominium property by fire, ambulance and other emergency personnel, the Board of Directors shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each owner with notice thereof either through written notice to the owners or the posting of signs.

8. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, or on upon any part or the Condominium or Association property: except signs used or approved by the Developer or the Board of the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.
9. No flammable, combustible or explosive fluids, chemicals or substance shall be kept in any Unit or on the Common Elements. Ex: Grills, propane tanks, etc.
10. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be white or (off-white in color, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day: and Veterans Day any Unit Owner may display in II respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
11. No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing: No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
12. Children will be 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 and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. Any damage will be the responsibility of the parent, if a tenant, the costs may be charged to the unit owner. All children under eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities (Pool and/or Fitness Center).
13. No pet may be left unattended anywhere within the Common Elements of the Condominium. Further, no pets may be within the Common Elements of the Condominium, unless they are on a leash, which is a maximum of six (6) feet long. No pets are allowed on the pool deck, even with a leash.
14. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- A. **Notice:** The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed

- B. **Hearing:** The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
 - C. **Fines:** The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of Unit owners described above does not agree with the fine, the fine may not be levied.
 - D. **Violations:** Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - E. **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - F. **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.
 - G. **Non-exclusive Remedy:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.
15. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, or to the Units owned by the Developer. All of these rules and regulations shall apply to all other owners and occupants even if not specifically so stated in portions thereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 **Amendment of Declaration:** The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

16.8 **Discretion of Board.** In circumstances not covered by this Declaration or by law, a 2/3rds majority of Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

17 **Occupancy and Use Restrictions.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 **Occupancy.** Each Unit shall be used as a residence only. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, other than family of the Unit Owner or other person(s) who permanently cohabitates in the Unit with the Unit Owner, occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, a person shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

The rights of the Unit Owners to use any portion of the Association Property and/or the Common Elements shall be limited to the extent granted in, and subject to the restrictions of Section 3.4(d) hereof, and the obligation for the payment of assessments as set forth in this Declaration.

- 17.2 Children: Children shall be permitted to reside in Units, subject to the provisions of Sections 17.1 above.
- 17.3 Pets. Each unit owner or occupant (regardless of the number of joint owners or occupants) may maintain up to two (2) household pets (except fish and birds for which there is no limit on the number) in his Unit, to be limited to dogs and or cats, specifically 1 (1) dog and one (1) cat, but not two (2) if either, (or other household pets defined as such and specifically permitted by the Association such as fish and caged (domestic type birds)), provided that such pets are (a) permitted committing such a violation shall, and does hereby, fully indemnify all and hold harmless the Board of directors, the developer, each Unit owner and the Association in such regard. Unit owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on balconies when the Owner is not in the Unit. without limiting the generality of Section 19 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit owners (as provided in any applicable rules and regulations) and/or to require my pet to be permanently removed from the Condominium Property upon three (3) days' notice. 'This Section 17.3 shall not prohibit the keeping of fish or a caged household type bird(s) in a Unit provided that a bird(s) is not kept on limited common elements and does not become a nuisance or annoying to neighbors.
- 17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 10 hereof, no Unit Owner shall cause or allow improvements or changes (0 any Unit, Limited Common Elements appurtenant thereto or Common Elements, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).
- 17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.

- 17.8 Floor Coverings. Without limiting the generality of the approval requirements set forth in Section 9 of this Declaration, no hard-surfaced floor coverings such as wood, tile, marble and stone shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with sound-absorbing backing meeting the requirements, from time to time, of the Association. Any change in the floor covering of a Unit to be made by a Unit Owner (other than the Developer) must first be approved by the Association.
- 17.9 Exterior Improvements; Landscaping. Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. Notwithstanding the foregoing, Unit Owners will be permitted to attach religious symbols (i.e., mezuzah, etc) to be attached to door frames and temporarily display holiday specific decorations (i.e., menorahs, wreaths, Christmas ornaments, etc) on doors and/or windows.
- 17.10 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.
- 17.11 Effect on Developer, Association. The restrictions limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from provisions of specific restrictions contained in this Section 17 for good cause shown.

18. Selling, Mortgaging and Leasing of Units.

In order to insure a community of congenial residents and occupants and protect value of the Units and to further the continuous harmonious development of the Condominium community, the sale and transfer of Units by any owner shall be subject to the following provisions. The provisions of this Article 18 shall not apply to the Developer.

- 18.1 Sales. There are no restrictions on the sale or transfer of Units.
- 18.2 Leases. Leasing of Units is permitted without the consent of the Board of Directors; however each Unit Owner who leases his Unit must provide the Association with a notice of the lease as well as pertinent identification and contact information [for the lessee. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be for a minimum of six (6) consecutive months and shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. Nothing herein shall interfere with the access rights of the Unit Owner landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.