



*Paradise Shores
Apartments, Inc.*

"A 55 plus age restricted community"

5230 - 81st Street North, St. Petersburg, Florida 33709 • Phone: (727) 546-0178 • Fax: (727) 548-0898

PARADISE SHORES APARTMENTS, INC.

CONDOMINIUM DOCUMENTS

SECTION 3

BOARD AUTHORIZED RULES

PAGES 1 – 10

Paradise Shores Apartments, Inc.

Board-Authorized Rules and Procedures

Revised November 2008

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Board-Authorized Rules and Procedures
Revised May 2003

*Legend:**The Board = the Board of Directors of the Association**The Paradise Shores Governing Documents = the Declaration of Condominium, By-laws, Articles of Incorporation, and Board-Authorized Rules and Procedures**References: (D-... = Declaration; BL... = By-Laws; A-83 = Amendment)***PARADISE SHORES GOVERNING DOCUMENTS:**

1. Every resident and guest has an obligation to abide by the Paradise Shores governing documents. (D-17-A)
2. The Board shall have reasonable discretion regarding the application and enforcement of the Paradise Shores governing documents on a case by case basis.
3. A fine for any persistent violation of the Paradise Shores governing documents may be recommended to the Board by a special committee of owners. If the Board approves a recommendation, the fine will be levied. (Persistent indicates 3 or more of the same violation.)
4. In the event that it becomes necessary for the Board to bring legal proceedings against an owner or lessee for persistent violation of the Paradise Shores governing documents, the owner or lessee shall pay the costs and expenses of said legal proceedings. (D-22)

UNITS:

5. The owner must maintain his unit in good condition and repair or replace at his expense all defective portions of the unit, except the portions to be maintained, repaired or replaced by the Association. (D-13-B(1))
6. Condominium units shall be used for residential purposes only, consistent with existing law. Commercial and industrial endeavors of any kind are prohibited within a unit. (D-17-B)
7. No person or other legal entity may own or possess an ownership interest in more than two (2) condominium units in Paradise Shores. Exceptions: an institutional mortgagee, ownership established pre-April 4, 1995, or by inheritance. (A-83, D-18-A-last paragraph)
8. Each condominium unit is entitled to exactly one vote, regardless of the number of owners (members). (D-12-paragraph 4)
9. At least one resident (owner or lessee) must be 55 years of age or older. Exceptions: by inheritance, or lessee under age 55 who does not compromise the Housing for Older Persons 20% rule. (D-17A-#3&4)
10. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units. (FS718.111, (5))(D-17-F)
11. Residents must provide the Office with a key that will allow entrance to each of their units in case of emergency.
12. Owners must advise Real Estate Agents and prospective buyers that an application for purchase is required, as well as an interview by a Board member(s). No information will be provided to the title company or attorney handling the sale until the applicant has been interviewed and approved by the Board. There is a non-refundable administrative fee. (BL-XI-paragraph 2 & D-18-A)
13. A condominium parcel shall not be leased or rented without prior written approval of the Association, which approval shall not be unreasonably withheld. Under no circumstances may the Association approve a lease or rental for less than ninety (90) days. All leases or rentals of condominium units shall be for a period of either one year minimum, or if leased or rented seasonally, no condominium may be leased or rented for more than two (2) rental periods in any consecutive twelve (12) month period. (D-18-B)

14. An interview and a non-refundable administrative fee are required for first time lessees. Applications are available at the Office and must be received by the Association at least one week prior to occupancy:

15. Subleases are not permitted.

16. No more than 2 persons may permanently occupy a one bedroom, one bath unit. No more than 4 persons may permanently occupy a 2 bedroom, one bath, or a 2 bedroom, 2 bath unit.

17. Use of units during owners' absence is permitted for a maximum of one cumulative month in any consecutive 12 month period. In such cases, the unit owner must notify the Association at least one week prior to occupancy, regarding who will be using the unit, when, and their length of stay (D-18-B-paragraph 2). This limitation shall not apply when unit is rented.

18. The Board recommends that residents not keep in their unit any inflammable, combustible or explosive material, chemical or substance except those which are intended for ordinary household use.

COMMON ELEMENTS:

19. Residents and guests shall make no material alteration or substantial additions or deletions to the common elements or to real property which is Association property unless approved by the Board. (718.113(2)(a))(D-14A)

Examples of prohibited alterations on the common elements include but are not limited to:

1. Painting or otherwise decorating or changing the appearance of any portion of a building exterior. Exception: Board-authorized holiday decorations.
2. Removal of any additions, improvements, or fixtures from the building exterior.
3. Hanging articles on the common elements, (e.g. laundry, rugs, bathing suits, etc.).
4. Obstructing, littering, defacing, or misusing the common elements.
5. Displays on the outside of windows, except holiday decorations.
6. Mounting radio or TV antennas on the common elements.
7. Mounting fans or extra air conditioners on or visible from the outside of any building.
8. Posting signs or other displays of advertising. This right is reserved to any institutional mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.
9. Clotheslines on the common elements.

Board-approved specifications for the following alterations are filed in the Office: doors, windows, screens, storm shutters, awnings.

20. No one other than qualified repairmen (licensed and insured), Association maintenance employees, and Board-designated residents may enter upon any roof or into any power room. (D-17-N)

21. Qualified persons (licensed and insured) called to make repairs to any portion of the common elements or within any individual unit must be registered in a notebook provided in the recreation building hallway before the repair is begun. Further, any debris created in the process of this repair must be removed from the Paradise Shores property by said qualified persons (i.e., Paradise Shores trash rooms and dumpsters are not to be used).

22. Building walkways and balconies are required to have at minimum a 42 inch unobstructed passageway. To prevent staining, a minimum 4" airspace is required under any potted plant or planter on the restored walkways, and only rubber or plastic-based furniture or furniture with equivalent protection is allowed.

23. Cooking is prohibited on all areas of the common elements, except the area specifically designated, namely, the cookout area west of the pool on the recreational facility. (D-17-L).

24. Other than at the swimming pool area, bathing suits or trunks or similar apparel are not permitted on the common elements unless covered by a beach robe or other similar attire. Exceptions: the area immediately in front of or the grassy area immediately to the rear of a unit. (D-17-I)

25. Sound-producing entertainment equipment and musical instruments must not be audible outside the unit between 10:00 PM and 8:00 AM. (D-17-D)

26. Approval from the Grounds Maintenance Committee is required before residents or guests may plant flowers or small bushes. Said planting must be within 4 feet of the resident's unit. Residents or guests may not plant trees on the common elements without approval from the Grounds Maintenance Committee.

PARADISE SHORES COMMUNITY:

27. Residents and guests shall not do anything within their unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the Association property or condominium property which is to be maintained by the Association. (718.113(3))(D-17-E)

28. Soliciting or selling is prohibited on Paradise Shores property. There are 3 exceptions: Association-sponsored bazaar, the bulletin board in the recreation building hallway may be used for notices pertaining to the sale or rental of units and the sale of personal items; employee bonus collections.

29. Pets are prohibited on the Condominium properties with the exception of tropical fish in tanks not exceeding 15 gallons and/or small caged birds. All other types of pets are prohibited. (D-17-C)

30. Residents and guests may not provide feed for wild animals or birds on Paradise Shores.

31. Residents and guests shall treat Association employees respectfully.

32. No resident or guest shall assert control over employees of the Association, or send said employees upon the private business of said resident or guest during business hours. (D-17-K) Association employees are responsible only to the Executive Board during business hours.

33. Residents shall update the Resident Information Form filed in the Office when significant changes occur.

34. Hosts are responsible for registering overnight guests in a notebook located in the Recreation building hallway, advising with whom they are visiting, the length of the visit, the make of their vehicle, the license plate number including state or province.

35. Storage space is available in each building, but should not be appropriated by one owner at the expense of others. Items such as luggage, small boxes, folding lawn furniture, etc., are allowed. No large items such as furniture or bicycles may be stored there. All items stored therein are at the owner's risk. Items must be identified by owner name, and when an owner moves, his property must be moved at the same time, or it will be disposed of by the Association.

PARKING AND VEHICLES:

36. Permission to use a parking space assigned to another unit owner must be in writing and recorded in the Office.

37. Residents must park in their assigned numbered space or in the GUEST-designated overflow spaces (south side of the pool or between buildings 6 and 10, or 7 and 11) unless an accommodation has been made to use another resident's carport.

38. Residents may not park in the 12-hour guest spaces, except for the time it takes to load or unload their vehicle.

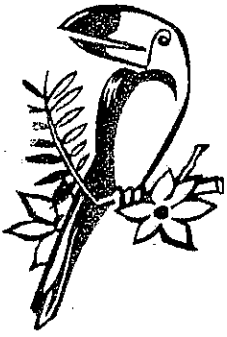
39. If a resident keeps additional vehicles on Paradise Shores, they must be parked in the GUEST-designated overflow spaces (see #37 above) unless an accommodation has been made to use another resident's carport.

40. Visitors may not park more than 12 hours in Paradise Shores 12-hour guest spaces. After 12 hours, guest vehicles must be moved to the GUEST-designated overflow spaces (see #37 above).

41. Parking on the streets of Paradise Shores is prohibited except for emergency or certain service vehicles, unless loading or unloading which is limited to a maximum of 15 minutes. (D-7-B)

42. No one may drive or park on Paradise Shores lawns, except Association Maintenance Employees and qualified contractors with approval from a Board-designated resident.

43. In case of persistent unauthorized parking, and after written notification of the violation from the Board, said vehicle will be towed at owner's expense.



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2/16/05

NOTICE TO ALL MEMBERS

At the January 11, 2005 Board meeting, the Board carried a motion to change the wording of rule # 60 of the Board Authorized Rules and Procedures, revised May 2003 (Green pages).

The Rule will now read:

Request for use of the recreation building for special events by social clubs or owners must be submitted in writing and approved by the Board or by an Executive Officer.

Please insert this notice between pages 4 and 5 of the above mentioned Rules and Procedures.

Thank you for your attention to this matter.

Respectfully,

Larry Crosby

Larry Crosby, Documents Chairperson
Paradise Shores Apts., Inc.

44. Vehicles must be parked so that the exhaust pipe is pointed away from the building or landscaped area served by the parking space. Exception: for loading and unloading with motor turned off.
45. Vehicles may not be serviced or repaired in a carport or on the common elements. Hoses are not to be used for washing or rinsing vehicles. A bucket and water and appropriate application may be used.
46. Recreational vehicles may be parked on Paradise Shores' common elements for a period not to exceed 4 days in any consecutive 2-week period. After loading or unloading, said vehicles must be parked in the west part of the recreation area on the designated tarmac. While on Paradise Shores property, cooking or sleeping is prohibited in these vehicles. Recreational vehicles and their occupants must be registered at the office providing license plate numbers, state or province, building and unit number of resident with whom they are staying.
47. Boats and boat trailers may not be parked or stored on Paradise Shores.
48. Utility trailers may be parked on Paradise Shores' common elements for a period not to exceed 2 days to load and 2 days to unload in any consecutive 2-week period. After loading or unloading, utility trailers must be parked either in your assigned-numbered parking space or in a guest space at the south side of the pool.
49. Bicycles must be kept in your carport or in your unit.
50. Everyone must obey the posted Paradise Shores speed limit of 15 mph.

LAUNDRY:

51. Laundry rooms are available between the hours of 8:00 AM and 10:00 PM daily on a first come/first served basis. The equipment in these rooms is used at your own risk.
52. If a washer or dryer has completed its cycle and is left unattended for more than 5 minutes, another user may remove clothing from the machine and proceed with use of the machine.
53. Washing machines and clothes dryers are prohibited within the unit. (D-17-H)

TRASH DISPOSAL:

54. Raw garbage must be wrapped in plastic or similar leak-proof container and securely fastened before being placed in garbage container. No raw garbage will be placed in an open dumpster.
55. The dumpster in the maintenance area (south side of the recreation building) must be used for broken down boxes, leaves, branches, and other non-perishable materials. This dumpster and Association trash rooms are not to be used for debris created by any contractor or delivery person.
56. Only aluminum cans and unwrapped newspapers may be placed on shelves in a garbage room.
57. For safety reasons, paint or fluorescent light bulbs must not be discarded in garbage cans or dumpster. They must be given to maintenance personnel for disposal.

RECREATIONAL FACILITIES:

58. Residents and guests using Paradise Shores recreational facilities have an obligation to abide by the rules posted at each recreational site, in addition to those listed below. (D-17-A)
59. Owners give up the right to use all recreational facilities when their unit is rented, unless invited as the guest of a resident. (FS718.106(4))
60. Request for use of the recreation building for special events by social clubs or owners must be submitted in writing and approved by the Board.
61. Residents using the recreation building must make every effort to conserve energy, i.e., turn off all lights, air conditioning, fans, and sauna heaters in areas not in use, and use only half of the available room lighting for small groups in the large Hall.

RESIDENTS:

62. Residents or guests may not use the recreation building for storage of their personal property.
63. No one may be barefoot or in a bathing suit in the recreation building, except in the rest rooms which are accessible from the north side of the building.
64. Guests using the pool must display Paradise Shores ID tags, which may be obtained from residents or the Office.
65. Residents and guests using oils or lotions must cover pool chairs or lounges with a bath towel before sitting or lying down. No horseplay, running, or ball playing is allowed in the pool area. No food or glass containers will be allowed inside the fenced pool area.
66. Poolside lounges and chairs are available on a first come/first served basis.
67. Areas of the recreation building not specifically designated for storage must not be obstructed by Association property.
68. Use of roller skates, roller blades, scooters, or skateboards is prohibited on Paradise Shores common elements.

CHILDREN:

69. Children not yet 18 years of age are prohibited from permanent residence on Paradise Shores. They may however temporarily reside on Paradise Shores for a period not to exceed 59 days within any consecutive 12 month period.
70. Children not yet 18 years of age are prohibited from entering the Recreation building without appropriate supervision.
71. Children 12 years of age or younger shall be appropriately supervised while on the common elements. (D-17-G)
72. Children may not play in streets, stairways, or breezeways. With appropriate supervision, children may play in the courtyards, on walkways, or in the recreation area west of the cookout site.

INFORMATION:

1. Officers, directors and alternate directors are elected in February of each year. Any owner in good standing (all assessments current) is eligible to run for director. (BL Article II, Sect 1 & Sect 2-E).
2. There is a bulletin board in the recreation building hallway which has been designated as the area where official notices will be posted. Residents should regularly check this board for information regarding election information, committee meetings, upcoming social events, and maintenance work that could affect utilities, etc.
3. Names and unit numbers of all officers, directors and alternate directors are posted in each breezeway and in the recreation building hallway. Regular Board meeting dates, including the annual meeting, are posted on each breezeway bulletin board.
4. Board meetings are open to residents, however, unless you are a Board member, you may not vote.
5. The recreation building will be secured at 10:00 PM unless a later hour is approved by the Board.
6. Paradise Shores is not responsible for personal possessions left anywhere on the common elements.
7. Articles found on the complex may be turned in to the office.
8. The current Association Organizational Chart is posted in the recreation building hallway. It will be updated annually. A copy may be obtained from the Office.

PROCEDURES:**1. Non-Board Members Speaking at a Board Meeting: (Reference FS718.112(2)(c))**

1. No later than Friday morning before the meeting, the non-Board member or his representative (his Building Director or Alternate) must submit a written request that his topic be placed on the meeting agenda. Request shall include description of topic and speaker's name.
2. The amount of time that a non-Board member may speak shall be limited to 3 minutes.
3. Speakers must be unit owners.

2. Video-Taping Meetings: (Reference FS718.112(2)(c))

Any unit owner may tape record or videotape Board meetings subject to the following restrictions:

1. Equipment must not be distracting.
2. Equipment must be set up in advance and must be positioned in the southwest corner of the Recreation Hall on either side of the first or second table.
3. Anyone videotaping a meeting must keep his recording equipment stationary.
4. Written request must be made 24 hours in advance of the meeting.
5. The Board has the right to review any tape.

3. Complaints Regarding Violations of Rules and Regulations:

1. Resident must provide written signed complaint to his Building Director or his Alternate.
2. If neither party is available, the complaint may be delivered to the Condominium office.
3. Complaints must include violator's name, building and unit number, the nature of the violation, as well as the date, time and place of the violation.
4. Building Director will submit complaint to the Board.
5. Complainant will be advised regarding Board action.

4. Complaints Concerning Maintenance of the Common Elements:

1. Report complaint to your Building Director or his Alternate.
2. If Building Director or his Alternate is not available, and it is an emergency, contact the individual appointed by the Board to oversee the maintenance department.
3. Building Director or his Alternate will then file a work order for the resident with the maintenance department.
4. Work orders so filed will be processed in the order they are received, unless it is an emergency.

5. Owner Inquiries: (Reference FS718.112(2)(a)2)

1. Inquiry: When a unit owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the unit owner within 30 days of receipt of the inquiry.
2. Board's Response: The Board's initial response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums, and Mobile Homes (hereinafter referred to as "Division"). If the Board requests advice from the Division, the Board shall within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested by the Board, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry.
3. Multiple Inquiries per Unit: The Association, by and through the Board, is only obligated to respond to one written inquiry per unit in any given 30 day period. Any additional inquiry or inquiries shall be responded to by the Board in the subsequent 30 day period, or periods, as applicable. The Association shall not be obligated to respond to the same inquiry or a substantially similar inquiry per unit in any given 120 day period.
4. Address for Delivery of Inquiries: 5230 - 81st Street N., St. Petersburg, Florida 33709.
5. Record of Inquiries: The Association shall maintain a log detailing unit owner inquiries including:
 - A. The date of receipt of the written inquiry.
 - B. The name and unit number of the inquiring owner.
 - C. Short explanation of inquiry.
 - D. Date the Association's response was forwarded to the inquirer. Substantive response within 30 days of A, notifying inquirer that a legal opinion or opinion from the Division was requested, if applicable.
 - E. Date Board's response regarding legal opinion, if any was furnished to the inquirer. This should be within 60 days of receipt of the inquiry.
 - F. Date response received from Division, if requested.
 - G. Date response from Division, if any was forwarded to the inquirer. This should be within 10 days of F.

6. Inspection and Copy of Association Records: (Reference FS718.111(12)(a)15(c))

1. Records Defined: The official records available for inspection and copy are those designated by the Florida Condominium Act, as amended from time to time.

2. Persons Entitled to Inspect or Copy: Every unit owner or his authorized representative, as designated in writing, (hereinafter collectively referred to as "unit owner") shall have the right to inspect or copy the official records pursuant to the following limitations.

3. Inspection and Copy:

A. A unit owner desiring to inspect the Association's records shall submit a written request to the Secretary or Manager of the Association. The request must specify the particular record subject to inspection including pertinent dates or time periods and shall state whether the request is for inspection or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested.

B. Inspection or copy of records shall be limited to those records specifically requested in advance, in writing.

C. No unit owner may submit more than one request for inspection or copy of the same record in a 60 day period.

D. No owner may submit more than one request per month.

E. No owner may request the inspection of more than 20 records at any one time, nor shall the Association be required to produce records for inspection exceeding 200 pages at one time. If the owner's request exceeds either of these limitations, the Association shall provide records for inspection in the order requested by the owner up to the limiting factor, and the owner shall be notified that the other records will be made available for inspection at another inspection session upon receipt of another written request of the owner. The foregoing limitations shall not apply to an owner's request for copies of records which shall be photocopied and delivered to the owner subject to other provisions of these rules.

F. All inspection of records shall be conducted at the Association office or at such other location designated by the Association. No unit owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.

G. The Association shall make records available for inspection on or before the fifth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the unit owner. In addition this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the unit owner, by telephone, in person, or in writing, that the records are available and the time, date and place for such inspection.

H. Inspections shall be made only between the hours of 12:00 noon and 1:00 PM on days the Association office is open, or as otherwise designated by the Secretary or Manager.

I. If a unit owner desires to obtain a copy of any record, the unit owner shall designate in writing which record is desired, or during an inspection the owner may designate the specific record or portion thereof. Copies of the record(s) shall be available within five working days of receipt of the request. In the event the above reference time frame is impractical due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.

J. A unit owner shall pay 25 cents per page for regular or legal sized photocopies, payable in cash or by personal check, at the time the copies are delivered. Payment in advance of copying may be required by the Secretary or Manager at their discretion, taking into account such factors as the amount of the copying charge, the payment record of an owner, and other relevant factors.

4. Manner of Inspection:

A. No written request for inspection or copy shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.

B. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that staff person.

C. The Association shall maintain a log detailing:

(1) The date of receipt of the written request for inspection or copy.

(2) The name of the requesting party.

(3) The requested records.

(4) The date the owner was notified of the availability of the records.

(5) The date the records were made available for inspection or copying.

(6) The date of actual inspection or copying.

(7) The signature of the unit owner acknowledging receipt or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection of records or receipt of copies.

5. Enforcement:

A. Any violation of this procedure shall cause the immediate suspension of the inspection or copy until such time as the violator agrees in writing to comply herewith.

B. Any written request for inspection or copy not complying with this procedure shall not be honored. The Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party within five working days subsequent to receipt of the written request from the unit owner.

PROCEDURES:

7. Delinquent Assessment(s) Collection Policy

1. Florida Statute 718 and the Paradise Shores Apartments, Inc. Governing Documents provide guidelines for collecting delinquent assessment(s), including reference to late fees, claim of lien and foreclosure procedures. Accordingly, the Board hereby adopts the following collection policy for assessments

2. **LATE FEES:** A \$10.00 late fee will be added to each assessment payment which is not received by the Association or its designated agent by the 10th of the month when due. Please be sure to allow time for processing and posting. Payments must be documented by the tenth of the month. The homeowner will be notified of this late fee by regular mail. This mailing will also include a warning that a possible claim of lien against the unit may be filed if necessary.

3. **PROPERTY LIEN:** When an assessment has been delinquent for thirty days a second letter will be mailed to the member, certified mail, return receipt requested, stating that the delinquent assessment is being turned over to our attorney so that he may begin the process of filing a claim of lien against the unit. A claim of lien may be recorded in the Public Records against the homeowner's unit when the delinquent assessment is more than 60 days past due. Notice of the recorded claim of lien will be hand delivered or mailed to the homeowner, certified mail, return receipt requested, and will include an additional notice of impending foreclosure proceedings to begin after 30 days if assessment(s) remain delinquent.

4. **FORECLOSURE:** If assessment(s) remain delinquent 30 days after the member has been notified of the recorded claim of lien, foreclosure proceedings against the homeowner's unit will be initiated.

5. The homeowner is responsible for the Association's attorney fees and all related costs in accordance with the Florida Statute and the Association Governing Documents. The Association Treasurer or the Treasurer's representative is responsible for administering this policy.

8. Maintenance Assessment Paid by Tenant

Any tenant who makes payments in good faith to the association after receiving written demand from the association shall be insulated from any action by the landlord/unit owner for failure to make rent payments to the landlord. The association shall, upon request, provide you (the tenant) with written receipts for payments made.

It is suggested that you provide a copy of your lease agreement to the association to help insure that the appropriate amounts are applied to the delinquent assessments.

If you have prepaid rent to the landlord/unit owner prior to the date of this notice, you should provide the association with written evidence of making such prepaid rent payment within fourteen (14) days of your receipt of this demand in order to receive credit for the prepaid rent payments.

If you fail to make rental payments directly to the association after receiving this notice, the association may issue notices under section 83.56 of the Florida Statutes and may sue for eviction as if the association were your landlord.

9. Monetary Obligation Delinquency

If a unit owner is delinquent for more than 90 days in paying a monetary obligation due to the association, three events may occur.

1. The association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators.

Specifically, an individual subject to the above action cannot use any of the recreation facilities, cannot enter the recreation hall for any social activity, and cannot use the common elements for walking, exercise, or similar activities.

2. The association may also levy reasonable fines for the above delinquent monetary obligation.
3. The association may also suspend the voting rights of a member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the association.

If such a fine or suspension is imposed, the association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.