

**Stonewood Towers Condominium Association, Inc.**  
**HOUSE RULES JULY 2018**

Pursuant to the authority of Stonewood Towers Declaration of Condominium Article XX and Bylaws Paragraph 4k (4) thereof, the following House Rules shall apply to all Stonewood Owners, Lessees, and their guests. All prior House Rules of the Association are superseded and cancelled.

**ARTICLE I**  
**ENFORCEMENT**

Enforcement Authority

Chapter 718.303, Florida Statutes, states in part: "Each unit owner, each tenant...shall be governed by and shall comply with the provision of this Chapter, the Declaration, the documents creating the Association, and its Bylaws...Action for damages or for injunction relief, or both, for failure to comply with these provisions may be brought by the Association or by a unit owner against...The prevailing party is entitled to recover attorney's fees."

Receipt of House Rules

Each owner shall be provided a copy of the House Rules. It is the owner's responsibility to provide a current copy to his lessee. The terms of any written lease between an owner/agent and lessee shall incorporate the House Rules by reference and require compliance.

**ARTICLE II**  
**ORGANIZATION**

Administration

All the affairs, policies, regulations and property of the Stonewood Corporation are controlled and governed by the Board of Administration elected annually by the owners as provided in the Bylaws. The Board of Administration consists of five (5) directors each serving two-year terms. Three (3) directors shall be elected in even years and two (2) directors shall be elected in odd years. All owners are encouraged to be active in the administration by attending monthly meetings and volunteering for committee service as enumerated in Article XIV herein.

**ARTICLE III**  
**DEFINITIONS**

Visitor

A person on the premises for a few hours pursuant to invitation by an authorized resident is deemed a visitor.

Guest

A guest is a person staying for more than three (3) days pursuant to invitation of a resident. Non-resident relatives are considered guests. Guests are required to be registered with the Manager.

Management Personnel

Includes all employees of the Association.

Premises

The Premises includes entire condominium project, consisting of units, common and limited common elements.

Common Elements

Defined in the Florida Statutes and includes, among other things, the buildings other than the interiors of the individual units, the land, yards, grounds, landscaping, refuse facilities, swimming pool and recreation building.

Limited Common Elements

Defined in the Declaration and includes, among other things, balconies, unit entrance doors, assigned parking stalls and garages.

Adult

A person eighteen (18) years old or over, except as otherwise specified, e.g., twenty-one (21) or over where alcoholic beverages are involved.

Amenity Access Devices

To help prevent unauthorized usage as well as to assist in the safeguarding of assets many of Stonewood's amenities require the use of an access key or a monitored access fob for usage. Each unit shall be issued two access fobs at no charge. Each unit may request additional access fobs for a fee of \$20.00 each (not to exceed four active access fobs in total per unit). Lost access fobs may be replaced for a fee of \$75.00. All access devices are to be used by a person thirteen years of age or older. Lost access devices should be reported to the office as soon as possible so that they may be deactivated. Unit owners are responsible for ensuring secured areas are once again secure when they have used their access device. Please make certain doors and gates have been closed properly. Unit owners are responsible and could be liable for any damages done to areas left unsecured or that have been accessed by their device. Upon sale of a unit the property manager shall verify with new owners how many access devices were exchanged at sale closing and shall immediately deactivate any access fobs unaccounted for. New owners may purchase access fobs at the price of \$20 (not to exceed four active access fobs in total per unit).

**ARTICLE IV RESPONSIBILITY AND USE RESTRICTIONS OF UNITS**

Responsibility of Owners

Owners shall be responsible for ensuring compliance with the House Rules by all members of their household and invited guests. They further are responsible and are liable for any damage incurred by them to the common elements. Owners who lease or loan their units are also responsible for ensuring compliance with the House Rules by such persons, their household members and invited guests. The owners are further responsible and liable for any damage incurred by them to the common elements.

Delinquent Accounts

Monthly assessments are due and payable on the first day of each month. When an account becomes ten (10) days overdue, a \$25.00 late charge will be added. Interest will accrue at the rate of 18% per annum after thirty (30) days and will continue until the account is paid. Also, the privilege of guests will be held in abeyance until delinquency is removed.

Sale of Units and Right of First Refusal

Prior to the sale of any unit within the Stonewood Condominium, the owner of said unit shall notify the Board of Administration, in writing, the name and the address of the intended buyer/purchaser along with an executed copy of the bona fide contract, at which time the information regarding the applicable unit number, contract purchase price, and ending date for exercise by Owners of the right of first refusal

(hereinafter "Notice of Sale") will be posted for Members of the Association. Members shall be entitled to review the bona fide contract upon request. The Members of the Association shall have the first right over nonmembers to exercise such right of first refusal and accept such a sale at the bona fide price and on the terms contained in the notice, provided any Member so wishing to exercise this right notifies the Secretary of the Association in writing of such desire to exercise this right within no more than ten (10) calendar days after the posting of such notice of the sale by the Association. Within 48 hours of receipt of said notice, the Association will promptly forward such communication to the current unit owner, in accordance with Article XIII, Declaration of Condominium. The provisions of this article shall not apply to transfers by an owner to any member of his immediate family (spouse, children or parents). In addition, it does not apply to any foreclosures or judicial sales. *Refer to the Amendment, Article XIII Section (a) of Stonewood Docs*

#### Unit Use

Each unit is restricted to residential use. Each two-bedroom unit is restricted to no more than four (4) occupants. Each three-bedroom unit is restricted to no more than five (5) occupants. It is recognized that occupancy limitations may be waived during limited duration visits of invited guests. Stonewood documents direct that any one (1) unit is limited to no more than four (4) occupant occurrences during anyone (1) year.

#### Owner Roommate Applications

In compliance with the use/restrictions of Article X(a) of our Condominium Documents of Stonewood Towers, a Stonewood Towers Application for Owner Roommate (see at end of procedure) is required to be submitted to the property Manager no later than fifteen business days prior to the effective date of desired occupancy to provide sufficient time for Board review. Also, a twenty-five dollar (\$25) administration fee will be collected at that time.

#### Rental Applications

A Stonewood Towers Rental Application along with Lease between the owner and lessee must be presented to the Manager no later than fifteen (15) business days prior to the effective date of the lease to provide sufficient time for Board review. Also, a twenty-five dollar (\$25) administration fee will be collected at that time.

#### Common Element Damage Deposit

Rental application forms require a deposit of \$100.00 for each leased unit. The Manager will present a copy of the House Rules to the renter at this time. When the renter is departing, and returns his copy of the House Rules, and there were no damages to the common elements, the \$100.00 Common Element Damage Deposit will be returned.

#### Lease Renewals

A Stonewood Towers Lease Renewal Request form and new Rental Application must be presented to the Manager no later than fifteen (15) days prior to the termination date of the existing lease. All long-term leases must be reviewed annually for renewal. Absence of a renewal request will indicate non-renewal of lease.

#### Rentals

Some, but not all, restrictions that apply to unit rentals are:

- A. Unit owners shall not have an unpaid assessment or a delinquent account with the Association.
- B. Unit is to be used only as a residence. (See the "Unit Use" paragraph earlier in this Article.)
- C. No portion of a unit, other than the entire unit, shall be rented or leased. As such, no room or other structure which exists as a portion of a unit shall be rented or leased separate and apart from any remaining portion of the unit which may be subject to a rental or lease agreement.

- D. Time sharing of a unit is prohibited.
- E. All rental applications must include a covered parking space or garage for lessee use.
- F. Sub-leasing of a unit is prohibited.
- G. Corporation or owners may not change occupants more than four (4) times per year. This limit also applies to non-occupant owners.
- H. The minimum rental period is ninety (90) days.
- I. Applicant's background must not pose a threat to the health, safety, happiness or peace of mind of other residents.
- J. In making its determination, the Board, or any agent thereof, reserves the right to personally interview any applicant, investigate employment, perform a criminal background check (for nominal fee), check references and general reputation, character, personal characteristics and mode of living of each intended lessee and/or tenant, as they feel necessary or desirable. Such other and further information as the Board, in its sole unfettered discretion, deems necessary to conduct its evaluation of whether to approve or disapprove the anticipated lease or rental agreement.

*Refer to Use Restriction Pg 4 of 9 "v + vi" amendment to the Declarations of Stonewood Tower Condominium dated, August 17, 2015 for a complete list.*

Conduct

No illegal use, nor any nuisance, as so deemed by the Board of Administration, shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed. *Refer to Use Restriction Amendment Article X, (d) Stonewood Towers Docs.*

Guest of Resident Occupants

Residents' guests staying for more than three (3) days must register with the Manager. To comply with Stonewood Condominium documents, visits are limited to twenty-one (21) days.

Guest of Non-Resident Owner

When absent, an owner may loan his unit to a guest. No more than four (4) visits are permitted in any one unit during a calendar year. Visits by owner or by members of his immediate family who reside with him are excluded from the count. The Manager must be notified by the owner, in advance and in writing or via email of each visit. Long time guests do not need to indicate each absence. All guests must check in with the Manager upon arrival, register the family, certify that they are not paying rent in any form, and that they are truly bona fide guests.

Non-Resident Owner Rights

A non-resident owner who has leased or loaned his unit, forfeits his right to use the recreation facilities while the unit is occupied.

Unit Keys

Each unit owner shall give the Manager a spare key to his unit. Thereafter, whenever a lock has been changed, it is the occupant's responsibility to ensure that the Manager has a duplicate key and/or combination to the front door. In the event an occupant is locked out of his/her unit, the following applies:

- A. During office hours Monday through Friday, the owner, lessee, or registered guest may obtain the spare key from the Manager for entrance. Key will be returned immediately-upon gaining entrance.
- B. After duty hours and on weekends, or when the Manager is not available, notify the Gatekeeper who, after proof of identity, will assist in obtaining a key.

Access to Association Property by Prospective Buyers

The concept of "Open House" where an unaccompanied individual may come onto the property without prior approval of an owner or his real estate agent is prohibited. If an owner commercially advertises a Unit "For Rent" or "For Sale", such advertisement shall specify that the property is shown only "By Appointment". Real estate agents presenting themselves to the Gatekeeper will be allowed entrance to the Association property if the unit they intend to visit has a lock box installed. If no lock box is installed, they must present evidence of owner's approval for their visit. If the unit is occupied, the occupant must be contacted for entry approval.