



LEASE APPLICATION

February 2012

**ALL FORMS MUST BE RETURNED
30 DAYS PRIOR TO PROPOSED
TRANSACTION!**

**BE SURE TO ALWAYS CHECK TO
SEE IF YOU HAVE THE LATEST
APPLICATIONS AS THEY ARE
UPDATED PERIODICALLY.**



LEASE NOTICE - OWNER
To be provided 30 days prior to proposed transaction

Date _____

The Board of Directors
Ocean Royale Condominium Association, Inc.
700 Ocean Royale Way
Juno Beach, Florida 33408

Dear Sir/Madam:

I (We) am (are) aware that no unit may be leased for a period of less than one hundred eighty (180) days, nor more than one (1) time per year. In compliance with Section 14 of the Declaration of Condominium of Ocean Royale (O.R.) Condominium Association, Inc., I hereby notify you of my intention to Lease Apartment # _____, 700 _____ or 750 _____ Garage # _____ Garage # _____, Cabana # _____ (if applicable) and Locker # _____ to:

As Lessee(s), as evidenced by the following enclosures:

1. Legible, executed and paginated copy of Lease Agreement.
2. \$100 Transfer Fee
3. \$250 Non-refundable Service Fee for Elevator preparation.
4. **A COMMON AREA SECURITY DEPOSIT EQUAL TO ONE (1) MONTH'S RENT.**
5. Three letters of reference from parties named in Confidential Application of Membership.
6. Confidential Application for Membership.
7. Tenant Emergency Data Sheet
8. Tenant's sworn Affidavit of Lease
9. **NO PETS FOR LESSEE(S)**
10. Signed Acknowledgment that Purchaser(s) have received, read, understand and will abide by the Rules and Regulations of the Condominium and Condominium Governance Form
11. Rules, Regulations & Use Restrictions & Condominium Governance Form

Your action upon this Application is requested within 15 days in accordance with the requirements of the Declaration of Condominium referred to above.

Please Note: A personal interview by the Condominium Association's Committee is required prior to issuance of a Certificate of Approval by the Condominium Association.

The Board or its Designees shall approve or disapprove the proposed lease within 15 days

As Lessor(s), upon receipt, review and approval by the Condominium Association:

- A. A Certificate of Approval will be issued prior to final acceptance of the Lessor(s) as Residents by the Condominium Association.
- B. This Certificate of Approval may be picked up from the Management Office after execution by the Condominium Officers and notarization.

Lessee's Signature

Lessee's Signature

Lessor's Signature

Lessor's Signature

CONFIDENTIAL

OCEAN ROYALE (O.R.) CONDOMINIUM ASSOCIATION, INC.

LEASE MEMBERSHIP APPLICATION

To the members of OceanRoyale (O.R.) Condominium Association, Inc., Juno Beach, Florida

Request is hereby made by the undersigned for occupancy in the Association. The undersigned agrees to accept occupancy in accordance with the terms and provisions of the Association as contained in the Declaration of Covenants and Restrictions, its attachments and exhibits thereto, as they may be amended from time to time.

(PLEASE PRINT)

Date _____

Name of Applicant _____

Social Security # _____

Residence Address _____

Out of State Tel # _____

Town/State/Zip Code _____

Cell # _____

Company Name _____

Office # _____

Company Address _____

Office Fax # _____

Town/State/Zip Code _____

Nature of Business _____

Position _____

Florida Address _____

Home Tel # _____

Town/State/Zip Code _____

Home Fax # _____

Married _____

Widowed _____

Divorce _____

Mother's Maiden Name _____

College Applicant Attended _____

Wife's Maiden Name _____

Place of Birth _____

College Wife Attended _____

Wife's Mother's Maiden Name _____

Wife's Father's Name _____

Child's Name _____

Child's Age _____

Child's Name _____

Child's Age _____

Child's Name _____

Child's Age _____

Child's Name _____

Child's Age _____

Apartment's Permanent Occupants _____

Make of Car _____

Color _____

Plate # & State _____

Make of Car _____

Color _____

Plate # & State _____

Make of Car _____

Color _____

Plate # & State _____

Country, Golf & Yacht Club Affiliations

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

CONFIDENTIAL

OCEAN ROYALE (O.R.) CONDOMINIUM ASSOCIATION, INC.

LEASE MEMBERSHIP APPLICATION

Three Additional Personal References

Name	_____	Address	_____
Name	_____	Address	_____
Name	_____	Address	_____

It is understood by me that simultaneously with making application for membership for occupancy in the Association, I have likewise made application to lease property in Ocean Royale. I agree to abide by each and every regulation of the Association.

WITNESS

Applicant's Signature _____
Joint Applicant's Signature _____

ACCEPTED

Date _____

CONFIDENTIAL

OCEAN ROYALE (O.R.) CONDOMINIUM ASSOCIATION, INC.

OWNER/LESSEE EMERGENCY DATA SHEET

(PLEASE PRINT)

Date _____

Name _____
Local Address _____
Town/State/Zip Code _____
Email Address _____

Local Tel # _____
Local Fax # _____
Cell # _____
Other # _____

Billing Address _____

Town _____

State & Zip Code _____

Away Address _____

Town/State/Zip Code _____

Away Tel # _____

Away Fax # _____

Are you a fulltime Resident - (Yes/No) _____

Have a set of Apartment Keys been provided to Security - (Yes/No) _____

Nearest Relative's Name _____

Relative's Street Address _____

Relative's City/State/Zip _____

Relative's Phone # & Cell # _____

Local Physician _____

Local Physician's Tel # _____

Local Hospital Preference _____

Lodcal Hospital Tel # _____

Permanent Guest List

Additional Information _____



CERTIFICATE OF APPROVAL
LEASE

This is to certify that OCEAN ROYALE (OR) CONDOMINIUM ASSOCIATION, INC. consents to and approves the lease of the following described condominium parcel, to wit:

Unit No. _____, Building No. _____ OCEAN ROYALE (OR) CONDOMINIUM ASSOCIATION, INC., a condominium, according to the Declaration of Condominium thereof, filed or record in Official Record Book 11780, Page 794 Public Records of Palm Beach County, Florida.

TOGETHER with an undivided interest in the COMMON ELEMENTS as set forth in said Declaration of Condominium and TOGETHER with all other appurtenances thereto, as set forth in said Declaration of Condominium.

BY LESSOR _____

TO LESSEE _____

This approval is given pursuant to Section 4.16 of the Declaration of Condominium of The OCEAN ROYALE (OR) CONDOMINIUM ASSOCIATION, INC., a condominium, as recorded in Official Record Book 11780, Page 798, Public Records of Palm Beach County, Florida, and Articles of Incorporation of OCEAN ROYALE (OR) CONDOMINIUM ASSOCIATION, INC. as recorded in Official Record Book 11780, Page 868, Public Records of Palm Beach County, Florida.

Signed this _____ day of _____, 2012

OCEAN ROYALE CONDOMINIUM ASSOCIATION, INC.

CORPORATE SEAL

By: _____
Its: _____

Attest: _____
Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

Before me personally appeared _____ and _____ to me well known, and known to me to be the individual(s) described in and who executed the foregoing instrument as _____ and _____ respectively, of said Association, and that the seal affixed to the foregoing instrument by due and regular corporate authority and that said instrument is the free act and deed of said Association.

WITNESS my hand and official seal this _____ day of _____, 2012

Notary Public
My Commission Expires: (NOTARY SEAL)

**TENANT'S SWORN AFFIDAVIT OF LEASE AT
OCEAN ROYALE (O.R.) CONDOMINIUM ASSOCIATION, INC.**

BEFORE ME, the undersigned authority, this day personally appeared _____, who being sworn to tell the truth says:

1. I have executed a lease with the owner of Unit _____ Building _____, located within the above Condominium.
2. This above lease is a bona fide lease for a minimum term of 180 days. There is no side agreement to lease the unit for a lesser period of time.
3. As Tenant, I am obligated to pay rent to the unit owner for the entire lease term.
4. I have read and understand this Affidavit and hereby swear and affirm by signing below that the above is true and correct under penalty of perjury as provided for in Florida Statutes 837.012.

Date _____ Signed _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Sworn to and subscribed before me this _____ day of _____, 20____,
by _____ guest of Unit _____ Building _____, who is personally
known to me or has produced _____ as identification.

Notary Public, State of Florida at large

My Commission Expires:



**ACKNOWLEDGEMENT RECEIVED,
READ & UNDERSTAND
DOCUMENTS**

Dear Admissions Committee:

I have been given a copy of Ocean Royale (O.R.) Condominium Association, Inc. Documents, Rules and Regulations and the Condominium Governance Form due to my application as a Lessee(s) for Unit # _____ Building _____. I have received, read, understand and will abide by the Condominium Documents, Rules and Regulations Condominium Governance Form.

Date _____

Lessee's Signature _____

Joint Lessee's Signature _____
(If applicable)

This form is to be executed and returned PRIOR to scheduled interview.

O.R. CONDOMINIUM ASSOCIATION
RULES, REGULATION & USE RESTRICTIONS

SEPTEMBER 20, 2005

BACKGROUND

Controlling Documents

- Declaration of Condominium of Ocean Royale, a condominium.
- Articles of Incorporation for O.R. Condominium Association.
- Bylaws of O.R. Condominium Association, Inc. a not-for-profit corporation.
- Rules and Regulations of O.R. Association contained herein.

Controlling Statute

- Chapter 718, Florida Statutes “Condominium Act”.
- Florida Administrative Code Chapters 61B-15 – 61B-24

Controlling Legal Principles

- Only record owners (as appearing on the deed) are members of the Association.
- Only a board of Directors, duly elected, (as defined in Article II of the Articles of Incorporation) shall administer affairs of the Association.
- Individual members of the Association cannot administer the Affairs of the Association (the Board can designate Committees, however, which may make recommendations to the Board for consideration).
- The Board of Directors has the statutory duty to enforce the Controlling Documents (the Declaration, the Articles, the bylaws, and the Rules and Regulations).
- But, only Association members can modify the Declaration.
- All members, their guests, and tenants shall comply with, and are bound by the Controlling Documents.

I. Rules and Regulations Affecting Common Elements

A. Use of Common Elements Generally:

1. The indoor Common Elements of Ocean Royale are smoke free.
2. Children under the age of 10 are not permitted in any Common Element unless accompanied by an adult.
3. Pets are not allowed in the indoor Common Elements except ingress and egress directly from the elevators. (See Section VI on Pets).
4. Association members, their tenants and guests shall dress appropriately in the common areas, especially when coming to and from the pool area (shoes, shirts, cover-ups, etc. and no wet bathing suits in the Theater, Business Center, Billiards Room, Card Room, Social Room, Fitness Center or on lobby furniture).

B. Use of Theater, Business Center, Billiards Room, Card Room and Social Room:

1. The Theater can be reserved by calling the Service Desk in the 750 Building. Otherwise, use is on a first come, first served basis. Staff will operate equipment.
2. Members and guests on a first come, first served basis, may use the Billiards Room.
3. An Association member for a member-sponsored event may reserve the Social Room. The member must be present. Application for the reservation must be made to the Property Manager ten days prior to the event. The Board of Directors may refuse the request. A lease will be signed and the necessary deposits made prior to the event. The Board may set the fees based on the number of attendees, estimated costs and preservation of the facilities. The Board may also set conditions as to hours, parking, etc.

C. Use of Fitness Center, Pool, Spa, Tennis, Shuffleboard Courts and Sauna:

1. Use of the Fitness Center is for members, tenants, and their guests only. All users do so at their own risk.
2. Residents, their tenants and guests must bring a towel to the Fitness center and wipe equipment after use.
3. Children under the ages of 13 are not permitted in the saunas unless accompanied by an adult.
4. Use of the pool and spa is at member's risk, as the Association does not provide lifeguards.
5. Running, jumping or diving at the pool is prohibited.
6. Members shall not adjust or otherwise tamper with the swimming pool or spa equipment or temperature controls.
7. "Swimming Diapers" are required for those who are not potty trained or are incontinent.
8. Only small pool toys are allowed in the pool. No surfboards, etc.
9. Shower before entering the pool.
10. Glass containers are not allowed within the fenced pool area.
11. No food or drink is allowed within four feet of the pool or spa edge.
12. Tennis and Shuffleboard Board courts may be reserved by signing in on the Reservation Board located at the Tennis Court Ramp.
13. Fitness Center and Sauna hours are 6:00 a.m. to 12:00 p.m. Pool and Spa hours are dawn to 10:00 p.m., Tennis and Shuffleboard courts are 8:00 a.m. to 10:00 p.m. (subject to Turtle Season).

D. Other Common Elements:

1. Members shall not give keys to the common entrances to any person other than a resident guest.
2. No bicycles, scooters, surfboards, skates, inline skates and the like are allowed in the towers, walkways, pool area, or other common areas. Such equipment may be carried or wheeled to the gates.

3. Members are responsible for damages caused by gross recklessness or willful or wanton disregard for, life and property by themselves, their guest's tenants or service providers. Members will be liable for costs to maintain or repair such damages to the extent they are not met by Association insurance coverage.
4. Bulletin boards designated for official notices are located in the mailrooms in the respective towers. Notices may not be posted without the permission of the Board of Directors or the Property Manager.
5. Members and their guests shall not leave unauthorized fitness equipment in the Fitness Center or other unauthorized equipment or furniture in any common areas.

II. Rules and Regulations Affecting Moving In or Out

1. Moving can take place only between the hours of 8:00 a.m. to 5:00 p.m. prevailing time, Monday through Friday
2. Mover must have the proper insurance coverage to protect condominium property.
3. Any move in or out must be scheduled with the Property Manager. Movers will register with the Service Desk upon entering and leaving the complex.
4. Mover will check in with the Property Manager for instructions.
5. Movers will use the padded elevator designated by the Property Manager.
6. No moving van, truck or transport may enter the garage. The Property Manager will monitor all phases of the move whether in or out.
7. The resident or his agent must accept drop shipments from vendors of a resident.
8. Members are responsible for the behavior of their movers and any damage to fire, safety or security elements caused by their movers as well as damage to the Common Elements or any incidental damage or clean up.

III. Rules and Regulations Affecting Trades People

1. All trades people will register with the Service Desk upon entering and leaving the complex.
2. Trades people can be on the premises between 8:00 a.m. and 5:00 p.m. prevailing time Monday through Friday.
3. The Service Desk will ensure that trades people have the proper insurance coverage to protect condominium property.
4. Trades people will use padded elevator designated by the Property Manager.
5. Trades people shall not drive trucks or vans into the garage, and will park only in the north parking area.
6. All contractors must haul away their debris. Members are responsible for any cost borne by the Association for enforcement, any incidental damage or clean up.
7. Members are responsible for the behavior or damage by their trades people to fire, safety, or security elements, as well as damage to the Common Elements, incidental damage, clean up, and/or enforcement costs.

IV. Rules and Regulations Affecting maids, Nurses, Masseuses, and Other Personal Service Providers.

1. All personal service providers shall park in the north area parking and will register with the Service desk upon entering and leaving the complex.
2. Personal service providers may enter through the lobbies unless they cannot carry their equipment and supplies, in which case they must enter and exit through the garage.
3. Members are responsible for the behavior of their personal service providers and any damage to fire, safety, or security elements, as well as damage to the Common Elements or any incidental damage or clean up.

V. Rules and Regulations Affecting Garages, Guest Parking, Elevators, Elevators Vestibules.

1. All parking places in the Main Garage are reserved for the exclusive use of the designated owner or their designee.
2. Outdoor Courtyard Parking is for Visitors only. Towing restrictions will be enforced after appropriate warning.

3. Any parking area is designated solely for four-wheel passenger automobiles. Dune buggies, motorbikes, motorcycles, trucks, trailers, boats, or commercial vehicles are prohibited. No personal items shall be kept in any parking areas, reserved or otherwise.
4. Vehicles of trades people or personal service vendors will not be placed, parked or stored on the condominium property for more than eight hours.
5. Repairs to any vehicles in the garage or parking spaces are prohibited.
6. Residents may wash their cars in the designated area only.
7. Food, waste or anything that might attract bugs or animals or pose any health hazard should be disposed of via the unit garbage disposal or via the unit garbage chute after being doubled bagged. Receptacles in the elevator vestibules must not be used for this purpose.
8. Shopping carts are placed in the elevator vestibules for the convenience of owners, tenants, and guest only. Trades people and personal service providers shall not use the carts. Immediately after use, carts must be returned to the garage elevator vestibules.
9. Elevators are to be padded when any heavy use is involved.

VI. Pets

1. Pets are permitted for Association members only. Guests or lessees are not allowed to have pets on the premises.
2. All pets must be registered and receive a certificate from the Property Manager. Pets must be licensed in accordance with applicable laws and licenses must be on file with the Property Manager as part of the registration process.
3. No dog may weigh more than 30 pounds when fully grown. Any member(s) claiming release from this restriction in their Contract of Sale must produce written evidence of such release to the Association.
4. No pets shall be kept, bred or maintained for commercial purposes.
5. Pet owners will insure that their pet's behavior does not become a nuisance or annoyance to other members or their guests. No pets shall be bathed in the Common Areas except as designated by the Board.

6. All pets must be leashed or carried in the elevators and indoor common areas when entering or leaving the building.
7. No pets may be left unattended in any limited common element (balcony, utility area, ect.) or common area (fire stairs, garages, cabana area, tennis courts, gardens, etc.) when the member is not in the unit.
8. Pet's solid waste must be collected by the owner and disposed of properly. (A dog waste station with disposable bags is located north of the North Building and south of the South Building).
9. Pets are not allowed in carpeted common areas, unless carried.
10. Violation of any of the provisions of the Controlling Documents and without limitation Section 12.3 of the Declaration or Section VI of the Rules and Regulations can result in fines against the member and/or the permanent removal of the pet from the condominium property.

(Note: Juno Beach is a NO Pet Beach. Jupiter Beach permits pets)

VII. Rules and Regulations Affecting Limited Common Elements

1. A member cannot paint, decorate or change the appearance of any limited common element unless the prior written consent of the Association is first obtained.
2. Members cannot make any alteration to their unit, which would add or remove any portion of the limited common elements without prior written consent of the Association.
3. Each member shall maintain all air conditioning and heating equipment appurtenant to its unit, which is a limited common element.
4. Any member who owns a cabana will likewise be responsible for the air conditioning unit in the cabana.
5. No glass, screens, curtains, blinds, shutters, or awnings may be installed on terraces without the prior written consent of the Association. All hurricane Shutters must comply with specifications provided separately by the Association.
6. No aerial, antenna poles, masts or satellite dish may be installed on the terrace or any other limited common element without prior written approval of the Association.
7. Sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered.
8. No locks of any kind maybe put on any fire doors.

9. No flammable materials, paint, propane, etc. or explosives may be stored in any limited common element.
10. Terrace and outdoor cabana furnishing shall be limited to neutral colors and be non-rusting. Glass tabletops must be tempered glass.
11. No gas or charcoal barbecue grills may be stored or used on the terraces. The use of electric grills is permitted.
12. No bicycles, scooters, surfboards, skateboards, baby carriages, toys or any other such items may be kept on terraces.
13. Nothing whatsoever will be hung on the terrace railings.
14. Terrace furniture and other items must be moved inside, in the event of a hurricane or other severe storm warning.

VIII. Nuisances

1. No member shall use or permit the use of a unit, which would be unreasonably disturbing, detrimental or cause a nuisance to other members.
2. Members shall not use or permit disorderly or unlawful use of their unit. Use shall be consistent with existing laws and controlling documents.
3. Members at all times shall conduct themselves in a peaceful and orderly manner, and consistent with the highest standards of a first class, oceanfront condominium.
4. Members, tenants and guests shall avoid loud, disturbing noises. Use of any sound amplification equipment, which will disturb other members, their tenants or guests, is prohibited.
5. Installation of any television or radio equipment in a unit, which would interfere with other members use and enjoyment of their premises, is prohibited.
6. Grilling in the common areas is prohibited except in the areas designated by the Board. Gas grills are strictly prohibited anywhere on the property.
7. All household garbage must be securely bagged and tied in double plastic garbage bags before being deposited in the garbage chutes.
8. Members shall not shout, scream, or otherwise make loud noises or use sound systems at disturbing levels on the terraces.
9. Members will make every effort to contain cooking and other odors within their units.

10. Members will ensure that any construction debris, packing crates, boxes, etc. are placed in the appropriate container located under the tennis courts.
11. Members should report any threat to their units or the common elements to "911" immediately, and then call the O.R. Service Desk.
12. For any violation of the Rules and Regulations, Members should contact the Service Desk for immediate concerns and the Property Manager for operational concerns.

IX. Rules and Regulations Affecting Ownership of Individual Units

1. The condominium units shall be used solely as a single-family residence and for no other purpose.
2. Units are for residential use only. Home office activities are permitted.
3. The Board of Directors shall have the authority to reasonably require that any member, lessee or guest remove any child from the common elements if the Board believes this action is necessary because of the child's conduct.
4. If a member(s) does not maintain their unit and/or any limited common element in accordance with the Controlling Documents, the Association has the right to institute legal proceedings or any other action necessary.
5. The Association has the irrevocable right to access individual units during reasonable hours for the maintenance, repair, replacement of any common element or to prevent further damage to any common element, other unit or emergency repairs.
6. All members must give keys to the Association for all unit and cabana exterior doors for such access.

X. Rules and Regulations Affecting Ownership of Cabanas

1. Cabanas will not be used as "living spaces".
2. Any chairs, tables, beach furniture, etc. must be returned to the cabana after use, and must not impede the use of the common elements by member or their guests.
3. No business, profession or trade or any other commercial activity shall be conducted in a cabana.
4. If a member(s) does not maintain their cabana in accordance with the Controlling Documents, the Association has the right to institute legal proceedings or any other action necessary.

XI. Rules and Regulations Affecting Transfer of Individual Units

1. The transfer of units is covered in full in section 13 of the Declaration.
2. No member may dispose of a unit or any interest therein without approval of the Board.
3. Any mortgage other than a first mortgage is inferior to an Association lien for assessment.
4. Notice of any transfer must be given to the Board 20 days before its occurrence. The Board has 15 days in which to act.
5. If the Board disapproves a transfer it has 45 days to find an alternate purchaser or purchase the unit.

XII. Rules and Regulations Affecting Leasing of Individual Units

1. A member must provide the Property Manager with a notice of intention to lease, and the proposed lease not less than 30 days before lease commencement.
2. A personal appearance by the lessee may be required.
3. The Board has 15 days to approve or disapprove the proposed lease.
4. If the Board fails to act within 15 days, approval will be deemed granted.
5. If a majority of the Board votes to disapprove, the lease shall not be allowed.
6. If the member is past due on any payments to the Association, the Board must disapprove the lease until all sums due are current.
7. If proper notice is not given and the lessee takes possession without the required approval or in violation of any provision of the Declaration, the Board may evict upon five (5) days notice to the owner.
8. Units shall be leased only once a calendar year for no less than 180 days.
9. Only the lessee and his or her immediate family may occupy the unit.
10. The Board will require a common area security deposit.
11. The Board may impose further restrictions.
12. Members who have leased their unit to others shall not use any of the common elements, limited common elements, or the unit for the term of the lease.
13. Lessees are not permitted pets.
14. The provisions of the controlling documents shall be deemed incorporated in any lease

XIII. Rules and Regulations Affecting Guests Occupancy of Individual Units

1. Occasional Guests are permitted while the member is in residence subject only to occupancy restrictions of two persons per bedroom.
2. When a member is not in residence, Guests related to the member are permitted only upon notice by the member to the Service Desk. Guests not directly related to the member are not permitted.
3. Notice to the Service Desk must contain the names of the guests, whether they are adults or minors. Otherwise, the Board may evict upon 5 days notice to the owner.
4. No guests, occasional or related, will be permitted if the member is past due on any payment due to the Association.
5. Visiting Guests, occasional or related are not permitted pets.
6. Related Guests must park in spaces designated to the member.
7. Guests are bound by the provisions of the Controlling Documents.

XIV. Enforcement

1. Every member, its tenants, guests, invitees, vendors and service providers shall comply with any and all Rules and Regulations presently adopted or adopted in the future by the Board of Directors.
2. Failure to comply with such Rules and Regulations shall be grounds for immediate action and subject to any remedies available to the Association.
3. In addition to all other remedies in the sole discretion of the Board of Directors, a fine or fines may be levied upon a member for failure of the member, his tenants, guests, invitees, vendors and service providers to comply with any provision of the Declaration of Condominium and/or Rules and Regulations provided that:
 - A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of unit owners after reasonable notice of not less than 14 days, which shall include:
 1. A statement of the date, time and place of the hearing.
 2. A statement of the provision of the Declaration, Bylaws or Rules and Regulations, which have allegedly been violated.
 3. A short and plain statement of the matters asserted by the Association.

- B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- C. The Board of Directors may levy a fine against the unit not to exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.
- D. Fines shall be paid no later than five (5) days after notice of the imposition of same.
- E. For non-payment of fines, the Association shall have all of the remedies allowed by law.
- F. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. (See Section 23 of the Declaration)

Note: Any conflicts between the Controlling Documents and Controlling Statute(s) are governed by Section 12.4 of the Declaration of Condominium.

