

Delray Racquet Club Association, Inc.

RULES AND REGULATIONS

Pursuant to the authority vested in the Board of Directors of the Delray Racquet Club Association, Inc. (hereinafter referred to as the Association) by the Declaration of Condominium and Articles of Incorporation the following Rules and Regulations have been adopted. They shall apply to all members (unit owners), lessees (renters), guests and visitors, with the ultimate responsibility for compliance resting with the members.

One set will be issued to all unit owners. Unit owners are responsible for assuring that all lessees are given a copy of these rules and regulations and that all guests or visitors observe them as well. Failure to do so will make members responsible for any infractions along with whatever costs and legal actions that may ensue.

For any sale or rental you must have association approval prior to occupancy. You can obtain an application from the Condo office which is to be completed by all parties. With the application, there is a \$50.00 application fee.

**ENFORCEMENT:** All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, an Association office and/or the management agent. Disagreements concerning violations including, without limitations, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board of Directors of the Association, legal authority or assigned committee, whose interpretation of these rules and/or remedial actions shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations, fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be subject to legal action after written notice from the Board of Directors. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity, in the name of the Association to enforce these rules and regulations. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall in addition be entitled to recover its costs and attorney's fees incurred in enforcing these rules and regulations.

**ASSOCIATION MEMBERSHIP AND REGISTRATION:** The Association is comprised of all unit owners. Each unit owner, upon assuming title to a unit should register with the Association office. Each lessee must be registered with the Association. With this registration all owners/lessees will be assigned security identification and parking space permits. However, owners should notify the Association office in advance of such planned occupancy so as to receive an authorized security sticker. By law there is only one vote per unit and that applies only to owner(s). It is the responsibility of each owner to register the voter member at the Condo office. Under certain conditions owner(s) have the right (with certain exceptions such as elections) to appoint a proxy for specific purposes. Clarification on this process may be obtained at the Condo office.

**RENTALS:** The Delray Racquet Club has been well known as an upscale rental community. Many present unit owners purchase their apartments for the sole purpose of a real estate investment. These rental units are leased either through agents or directly by owners. The Board of Directors believes that this is an important factor in the viability of our community and everything should be done to maintain and enhance this image.

However, as much as we desire to ensure our image as a high level rental community it is important that we do so without denigrating our property values by turning Delray Racquet Club into a high turnover community with short stays similar to a motel. This will lower its attractiveness and subsequently lower property values.

Therefore, the Board of Directors has determined that rentals should be limited to a minimum of one month. This appears to be a reasonable criterion and we urge all unit owners who rent privately to maintain this standard. The demand for rentals is very high so owners will not be inconvenienced.

In the event the association should become aware of renters being accommodated for a lesser period of time, we will reluctantly take steps to ensure compliance with a one month minimum.

All unit owners who lease their apartments privately should be aware of the Florida statute which requires all rentals of less than six months to be subject to the levying and collecting of both the sales and bed tax which totals about 10%. All real estate agents are aware of this law and they collect and remit this revenue to the state and county.

Owners who rent privately should be aware that the Florida Department of Revenue has been in contact with our association and that we may be forced to provide information to them in the future, so please be aware.

**USE OF COMMON ELEMENTS:** The common Elements of the Condominium are for the exclusive use of Association members and their immediate families, lessees, resident house guests and guests accompanied by a member.

**NOISE:** All noise, including without limitation, talking, singing, TV, radio, record players, tape recorders, or musical instruments shall be kept at such volume level that said noise is not audible outside of the boundaries of the Unit in which it originates.

**PETS:** All pets must have board approval.

- A. No dangerous breeds are allowed. I.e. Pitbulls, Rottweilers, etc.
- B. Dogs must be leashed at all times.
- C. Dogs must be licensed and inoculated in accordance with both the City of Delray Beach and Palm Beach County requirements.
- D. Upon the death or other disposition of said pet, owners are not permitted to replace them.
- E. Dogs are not permitted in lobbies, elevators or around the interior lakeside paths.

- F. All dog owners are responsible for picking up after their animals. All waste shall be properly disposed of in the trash dumpsters on the ground floors.
- G. As a courtesy to all residents, it is suggested that dogs be walked and/or exercised outside grass perimeters of the complex. We have four (4) streets surrounding us. Use them.
- H. Do not leave your dog in an outside patio unattended. This is cruel to the animal and unfair to all residents.
- I. No reptiles of any kind are permitted.
- J. Failure to abide by these Rules & Regulations may result in the issuance of warnings and legal action.

All real estate agents have been advised of our pet policy. Individual owners who rent privately should include the "pet" policy in any rental agreement. If no rental agreement has been signed, owners will be responsible for informing their tenants accordingly and failure to do so will result in legal action by the Board of Directors and the Board of Directors null and voiding the lease.

**OBSTRUCTIONS:** There shall be no obstruction or cluttering of the Condominium property, including without limitation, driveways, automobile parking spaces, lawns, catwalks, entranceways, stairways, patios, courts or vestibules, or other Common Element areas.

**ALTERATIONS:** There shall be no alteration and/or improvements to the exterior of a unit (including patios and balconies) without the written prior approval of the Board, including hurricane shutters. The Board has the right to determine the quality, style, type and color of such shutters. You may obtain an application from the association office.

**INTERIOR STRUCTURAL CHANGES:** No structural changes may be made without the following:

- Board of Directors approval
- Any necessary County and City permits
- Use of fully licensed and insured contractors
- Any variance from these requirements will result in owners being held responsible for a return to the original plan at owner's expense.

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Work can only be done Monday thru Saturday from 8:30 a.m. and not after 7:00 p.m. No work is permitted on Sunday.

**DESTRUCTION OF PROPERTY:** There shall be no marking, breaking, marring, damaging, destroying or defacing of any part of the Condominium property. Members shall be held responsible for, and shall bear any expense of such damage caused by said member, his family, guest, lessees and/or invitees.

**DAMAGE TO COMMON ELEMENTS:** Members shall be responsible for, and shall bear any expense, of, any damage to the Common Elements caused by moving to or removing from any



window, door, balcony, or terrace. Use and storage of barbecues and grills on balconies and terraces is prohibited by the City of Delray Fire Department. No appliances, bicycles, pots, receptacles, other decorative articles or any other loose or movable objects including drying clothes and towels, shall be kept, placed, hung or maintained on any ledge, catwalk, balcony or terrace. All loose or movable objects shall be removed from balconies or terraces upon notice of any approaching hurricane or other inclement weather characterized by conditions of high winds. Failure to comply will result in removal of such articles by the Association management agent.

**REFUSE:** All refuse shall be properly and securely bagged, then placed down the trash chute located by the elevator on each floor. Ground floor residents may deposit their trash directly in the dumpster. For recycling matter (bottles, plastics, aluminum cans, newspapers and magazines) occupants shall place these items directly in the recycling containers located on the ground floor opposite the garbage dumpster. Do not fill up a dumpster with debris from condo renovation that may jam-up the trash chute.

**SWIMMING POOLS AND SPA:** Use of the pools and spa is limited to owners, lessees, guests, and their authorized visitors. Be considerate of other. Each pool has a limited capacity. Inviting people from nearby communities overloads that capacity. All persons use the pools at their own risk. The Association is not responsible for any accidents and/or injuries. The following rules apply:

- A. Swimming is permitted only from 8:00 a.m. to dusk.
- B. Children under twelve (12) years of age must be supervised by a responsible adult. Diapered children must wear protective pants at all times. Adequate lavatory facilities are available at both condo pools.
- C. Removal of poolside furniture from the deck area is not permitted. Vacant furniture shall not be reserved for periods beyond 15 minutes.
- D. All persons must shower before entering the pools at shower areas provided or in their units.
- E. No floats, balls toys or other objects, except swimming aids attached to the swimmer, are permitted in or around the pools.
- F. Not pets shall be permitted in the pools or pool/deck area at any time.
- G. No running, diving, ball playing, rowdy behavior or excessive noise shall be permitted in the pool area.
- H. No food or beverages shall be permitted in the pool area.
- I. Persons using suntan oil, lotion or any other similar substance shall not use poolside furniture unless such furniture is completely covered by a towel or other protective material.
- J. Residents should shower prior to entering pool.
- K. A clear area of three (3) feet around the perimeter of the pool shall be maintained. Do not place chairs within that area.
- L. Pool access key is required to gain entrance to the pool area.

**SIGNS:** No signs, nameplate, signal, advertisement, posters or illumination shall be inscribed or exposed on or at any window, door balcony or terrace without the express prior written consent of the Board of Directors.

**KEYS:** The Association shall have access to each unit in the event of any emergency to repair or replace any Common Element or to prevent damage to other units. All unit keys will be kept in a secure lockbox. No member shall change existing locks or install additional locks unless duplicate keys are provided to the Association. Therefore, the office shall require a key to each unit in the Condominium. If the office does not have a key and has to gain access for an emergency the unit owner will incur the expense to break into the unit.

**UNAUTHORIZED PARKING:** All unit owners have title to one parking space. It is for your personal transportation. No trucks, motorcycles, trailers, campers, motor homes or commercial vehicles may be parked in any space without prior approval by the Board of Directors.

Repair service and delivery vehicles are excepted when performing their services. All parking permits (for owners, renters and guests) shall be issued at the condo office. You must park in your assigned space or a guest space.

Dated permits for short term (under 30 days) guests should be obtained from the condo office.

**ILLEGAL PARKING WILL RESULT IN WARNING TICKETS, FOLLOWED BY TOWING AT THE EXPENSE OF THE OWNER.**

Except in emergencies, no vehicle maintenance or repair is allowed on condominium property. Also, no vehicles shall be washed or polished on condominium property. Damage to asphalt areas resulting from the above will be repaired at the unit owner's expense.

**COMPLIANCE WITH DOCUMENTS:** All members, and every lessee, guest or visitors of a member, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declarations of Condominium, the Articles of Incorporation, By-Laws and the Rules and Regulations.

**RULES CHANGES:** The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as in their opinion shall be necessary or desirable for the safety and protection of the building and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of members.

Compliance with the rules and regulations will result in good community living for all parties enjoying residency herein.

**DELRAY RACQUET CLUB ASSOCIATION, INC.**

**610 Egret Circle**

**Delray Beach, FL 33444**

**Tel. 561-276-3792 - Fax 561-276-4017**

**QUESTIONS AND ANSWERS SHEET**

1. What are my voting rights in the condominium association?  
"Each member shall be entitled to one vote in the Association".
2. What restrictions exist in the Condominium Documents on my right to use my unit?  
Please refer to the attached copies of the Declaration of Condominium Chapter 12, Use Restrictions captions 12.1 to 12.12.
3. What restrictions exist in the Condominium Documents on the leasing of my unit?  
The term of any lease shall not be for a period of less than thirty (30) days.
4. How much are my assessments to the Condominium Association for my type of unit and when are they due?  
Please refer to the Schedule of Maintenance Assessments. If you require further information, please call (561) 276-3792 and ask to speak to the Staff Accountant for Delray Racquet Club Assoc. Assessments are due the first day of each quarter.
5. Do I have to be a member in any other Association? If so, what is the name of the Association and what are my voting rights in this Association? Also, how much are my assessments?  
Not applicable.
6. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If, so, how much am I obligated to pay annually?  
Not applicable
7. Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.  
None.

**NOTE: THE STATEMENTS CONTAINED HERIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.**



(4) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be made payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

#### 12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. Each of the Units shall be occupied only as a single family private dwelling.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property. Bicycles shall not be stored or parked on the Condominium Property except in such areas as may specifically be designated for such purpose by the Association.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing, Renting or Loaning of Units. All of the provisions of this Declaration, and the By-Laws and the Rules and Regulations of the Association pertaining to use and

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occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and By-Laws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. The provisions of this section shall be inapplicable as to the Developer. The Developer shall be irrevocably empowered to sell, lease, rent or mortgage any Unit owned by it, notwithstanding the limitations imposed by this section, provided that such action shall in no way impair or diminish the rights and interests of other Unit Owners.

**12.6 Signs.** No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own, and the same 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.

**12.7 Prohibited Vehicles.** No trucks, motorcycles, trailers, camper type vehicles or commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces specifically provided for that purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents.

**12.8 Antennas.** No antennas of any type designed to serve a Unit or Units shall be allowed on the Common Elements or Limited Common Elements, except as provided by the Developer or the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

**12.9 Pets.** No pets shall be maintained or kept in any Unit other than goldfish, tropical fish and the like, and such birds as canaries, parakeets and the like, except pursuant to the written consent of the Board of Directors of the Association, or of the Developer, given as to a specific pet in connection with the purchase and acquisition of a Unit, provided, such written consent when once given to a Unit Owner as to a specific pet and relied upon in connection with the purchase and acquisition of a Unit may not thereafter be revoked or terminated without the consent of that Unit Owner. All pets shall be kept pursuant to the Rules and Regulations of the Association.

**12.10 Regulations.** Reasonable Rules and Regulations governing the administrative details of the operation and the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. One copy of such Rules and Regulations and amendments shall be furnished by the Association, free of charge, to each Unit Owner in the Condominium.



12.11 Developer's Exemption. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units which may ultimately be built within the Condominium Project, neither the Unit Owners nor the Association, nor their use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of sales offices and models, temporary sales trailers, showing of the property, and the display of signs and other promotional devices.

12.12 Exterior Appearance. No Unit Owner shall decorate or alter any part of his Unit or the building so as to affect the appearance of the building from the exterior without the prior written approval of the Board of Directors of the Association. Such decoration or alteration shall include, but not be limited to, painting, illumination of the exterior of the building, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies and window shades.

### 13. SALE, RENTAL, LEASE OR TRANSFER

The Association shall have the option to purchase or lease any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person.

13.1 Notice of Sale, Rental, Lease or Transfer. Prior to the sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, rental, lease, or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement or lease and such other information as may reasonably be required by the Board. Failure to do so shall be deemed a breach hereof, and any sale, rental, lease or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee or transferee.

13.2 Approval by Association. Within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, the Board of Directors shall either approve or disapprove the proposed sale, rental, lease or transfer, in writing, and shall promptly notify the Unit Owner of its decision. Failure of the Board to act within said ten (10) day period shall be the equivalent of its consent and may be established by means of an affidavit attached to the deed conveying the Unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, by and at the expense of the purchaser, lessee or transferee and if there be any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, lessee or transferee not to exceed \$50.00.

13.3 Sale. If the proposed sale is bona fide but the Board of Directors disapproves the same, when the Board notifies the Unit Owner of its disapproval, it shall deliver to the Unit Owner the deposit required under the terms of the

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**CONDOMINIUM  
GOVERNANCE FORM**

**DEPARTMENT OF  
BUSINESS AND PROFESSIONAL REGULATION  
Division of Florida Condominiums, Timeshares,  
and Mobile Homes**

1940 North Monroe Street  
Tallahassee, Florida 32399-1030  
Telephone: (850) 488-1122  
Facsimile: (850) 488-7149  
Toll Free: (800) 226-9101 (in Florida only)

Web Address:  
[www.MyFlorida.com/dbpr/](http://www.MyFlorida.com/dbpr/)



This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication.

## **Role of the Board of Directors**

### **General**

1. The board of directors has a fiduciary duty to the unit owners and has the responsibility to act with the highest degree of good faith and to place the interests of the unit owners above the personal interests of the directors.
2. The board must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. The board manages the day to day affairs of the association.
4. The board has the authority to levy assessments, and maintain, repair and replace the common elements or association property.
5. The board of directors may hire a property management firm subject to its own primary responsibility for such management.
6. Provide a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division.
7. The association must make its records available for unit owner inspection within five working days after receiving a written request.

### **Meetings and Notices**

1. Associations must provide at least 48 hours notice of board and committee meetings, posted conspicuously on the association property.
2. Notice of the annual meeting, the budget meeting, and any meetings at which the board will vote on a special assessment or changes to rules concerning unit use must be mailed or delivered to unit owners and posted on the condominium property at least 14 continuous days in advance of the meeting.
3. Written notification of any special assessment must state the specific purpose of the special assessment.
4. A copy of the proposed annual budget must be mailed or delivered to each unit owner.
5. The association must provide notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf.
6. Board must allow unit owners or their designated representatives to speak at board and committee meetings subject to reasonable restrictions.
7. Associations must provide notification of a hearing before a committee of other unit owners before the board can levy a fine against a unit owner, if the documents provide that the association may impose a fine against a unit owner.

### **Elections**

1. The association must provide by mail or personal delivery, a first notice of an election no less than 60 days prior to the election.
2. The association must provide a second notice of the election, along with a ballot, an inner envelope, an outer envelope, candidate certification form and copies of any timely submitted candidate information sheets, no less than 14 days prior to the election.

### **Association Finances**

1. Unless the governing documents provide otherwise, the board of directors has the authority to levy assessments, including special assessments.



2. The board must prepare an annual budget of the revenues and expenses and send a copy to the unit owners at least 14 days prior to the budget meeting. The budget must include all estimated revenues and expenses and reserves for certain deferred maintenance and capital expenditures projects.
3. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association must prepare a financial report for the preceding fiscal year. No later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association must mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The report must be prepared as follows:
  - a. If the association consists of 50 units or fewer, or has revenues of less than \$100,000, it must prepare a financial report of actual receipts and expenditures.
  - b. If the association consists of more than 50 units and has revenues of at least \$100,000, it must prepare a compiled, reviewed or audited financial statements, prepared in accordance with generally accepted accounting principles.

### **Role of the Unit owners**

#### **General**

1. Each unit owner who is offering the unit for sale must provide to each person who has entered into a contract for the purchase of the condominium unit a copy of this governance form, a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association, a copy of the latest annual financial report, and the document entitled "Frequently Asked Questions and Answers" that may be obtained from the association.
2. Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
4. Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.
5. Unit owners must provide proof of the hazard and liability policy for their unit upon request by the association. A unit owner's failure to provide proof of insurance may result in the association purchasing a policy, and the cost of the policy, or the cost of any reconstruction undertaken by the association in the absence of such a policy, may become a lien on the unit.
6. Unit owners must provide the association access to their units during reasonable hours for the following purposes:
  - a. To maintain, repair or replace any common elements;
  - b. To prevent damage to the common elements or other units;
  - c. To maintain the unit as required by the declaration of condominium; or
  - d. To prevent damage to the common elements or to a unit or units.
7. Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

#### **Unit Owners Rights**

1. Unit owners may attend and participate in board and committee meetings except for meetings between the board or a committee and the association's attorney with respect to proposed or

pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

2. Petition the association board to address an item of business at the next regular or special meeting of the board, if 20% of the voting interests petition the board.
3. Unit owners may record board, committee or unit owner meetings subject to reasonable restrictions.
4. Exclusive ownership and possession of their condominium unit.
5. Membership in the association and full voting rights as provided in the declaration of condominium.
6. Use the common elements and association property without paying a use fee unless provided for in the declaration of condominium, approved by a majority vote of the association, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property.
7. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association.
8. Inspect the association's official records subject to the reasonable rules adopted by the association. Unit owners may make or obtain copies at the reasonable expense, if any, of the unit owner.
9. Attend and participate in unit owner meetings.
10. Vote on issues presented for a unit owner vote and elections.
11. Bring any concerns or problems to the board of directors' attention.
12. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum.
13. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes.
14. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer.
15. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee.

#### **Elections, Voting**

1. Unit owners may submit a notice of their intent to be a candidate for election to the board no less than 40 days prior to the election.
2. Submit candidate information sheet no less than 35 days prior to the election.
3. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. Associations with 10 or fewer units may opt out of the statutory election procedures and hold elections as provided in their bylaws.
4. Unit owners may vote in person or by limited proxy for all matters (other than election of directors) in which the law provides that a vote of the unit owners must be taken. Examples of these issues include, but are not limited to: amending the governing documents, waiving reserves and altering the common elements.
5. Unit owners may vote at a meeting or by written agreement with a majority of all unit owners to recall any board member.

#### **Association Budget**

1. Unit owners may vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year.

2. Petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association.

You should refer to the specific statutory section or rule for each cited provision. You may visit [www.MyFlorida.com/dbpr/](http://www.MyFlorida.com/dbpr/) or contact the Division at the address on this brochure to obtain a copy of the statute or the administrative rules.

*Revised 11/08*