

Rules, Regulations and Procedures
CASCO DORADO CONDOMINIUM ASSOCIATION, INC.
9706 1/2 DORADO AVENUE
BRADENTON, FLORIDA 34210
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OPERATIONAL RULES, REGULATIONS AND *PROCEDURES*

1. Board of Directors' Meeting Procedures: Robert's Rules of Order is the adopted procedure for conducting meetings. Owners will be allowed to address any topic on the Agenda during Public Comments or Owners' Forum for a period not to exceed 3 minutes. All meeting notices are posted on the Bulletin Board (and/or the Casco Dorado internet website (Neighborhood Link) at least 48 hours in advance. Written statements may be submitted in advance by unit owners, and may be read or summarized by the Secretary.

2. Property Manager Support: Routine concerns should be directed to the Property Manager during normal business hours. Emergency operational problems should be rectified through the Property Manager. Emergency events such as medical emergencies or a fire should be directed to Manatee County emergency responders. Unit owners should not contact service companies or interact with maintenance workers to request work that creates unnecessary expenses for the Association. Any owner creating such an expense will be liable for the cost.

3. Maintenance Fees: All Maintenance Fees are due and payable the first of each month. A ten (10) day grace period is allowed. If paid after the 10th, a \$25.00 Late Fee will be applied. After 30 days, an additional \$25.00 will be applied, plus interest in the amount of 1-1/2% per month. If an account remains unpaid for a period of 60 days, Notice of Intent to File a Lien will be sent via Certified Mail. If payment in full is not received within 30 days, a Lien will be placed on the property. All costs, fees, and expense of the Lien will be charged to the property owner.

4. Common Element Rules: The exterior appearance of a unit shall not be altered except by written permission of the Board of Directors. Any alterations approved by the Board will be at individual owners' expense. Owners may plant annuals (seasonal flowers) in designated plant beds, but not interfere with existing plantings. Owners are responsible for removal of seasonal flowers before they leave for the season, and must maintain the flowers when they are here (See section 7).

5. Occupancy Rules

- a. Use of each condominium unit shall be limited for residential usage and no commercial, professional or business use shall be permitted. The occupant, be it owner or renter, must be 55 years of age or older except as stated in the Condo bylaws.
- b. For condominium security purposes, if a unit owner is absent and wishes to have the unit occupied by their guests, notification of such arrangements must be made by phone, FAX, Internet or in writing to the Property Manager at least seven (7) days prior to unit occupancy by the guests. Also, a guest must be 55 years of age or older or immediate family of the owner. A reasonable number of immediate family guests are allowed for a stay not to exceed 14 days. "Reasonable" will be determined by the Property Manager and Board on a case-by-case basis on the ages and behavior of the guests. Guest usage of a unit is limited to 4 occurrences a year. The limits in these rules can be waived with written permission from the Property Manager. If these rules are violated or guests violate rules of the Association, the owner may lose the right to have guests without the presence of the owner. Further, all owners are required to register current contact information with the Property Manager.
- c. No children under the age of eighteen (18) shall reside in any unit, except to the extent allowed by the bylaws of the Association.
- d. The occupants of the condominium units shall not permit loud or objectionable noises, obnoxious odors or objectionable pets on the premises. The question of objectionable items shall be entirely within the discretion of the Board.
- e. Owners and occupants of units shall keep and obey all laws, ordinances and regulations of all governmental bodies and all regulations that may be passed from time to time by the Association.
- f. No owner shall permit or allow anything to be done in their unit which will increase Casco Dorado association insurance rates.
- g. No unit owner, renter or guest shall commit or permit any nuisance, immoral, criminal or illegal act in his unit or in or on common elements.
- h. All unit owners shall conform to and abide by the bylaws, and the uniform rules and regulations with regard to the use of the units and the common elements, which may be adopted from time to time by the Association. Reasonable attempts to contact the owner should occur prior to entering any vacant unit for the purpose of addressing a safety concern, maintenance, or repair. The

Association or its agent shall have the right to enter any unit at any reasonable time for the purpose of addressing a safety concern, maintenance, repair or replacement within the units or the common elements therein, or accessible there or to determine compliance with the Condominium Act, this declaration or the bylaws, rules and regulations of the Association.

- i. No unit shall install additional locks or bolts on any entrance doors to a unit which would make it impossible for designated personnel to enter that unit in case of an emergency at a time when the unit is not occupied. When absent for extended periods of time, owners must give a copy of the unit door and car keys to the Property Manager. Owners who frequently lose their keys or lock themselves out of their unit are encouraged to leave a spare key with a third party or use the services of a locksmith. If a locksmith is retained to enter a unit, the owner is responsible for the resulting cost.
- j. No Unit shall be divided or subdivided and no structural changes or alterations shall be made without the prior written consent of the Board of Directors and the first mortgage holders affected.
- k. Each unit owner shall have a perpetual easement for the ingress or egress from his or her unit. This includes stairs, ADA ramps, decks, walkways, patios, driveways and all common elements.
- l. Interior pest control is the responsibility of the owner. However, exterior extermination of termites and carpenter ants, or any wood destroying organisms will be done at the Association expense.
- m. If rodents enter a unit, typically an attic, owners are recommended to petition the board to trim or remove foliage/trees that provide nesting areas and facilitate entry into unit. The Association will assist to minimize rodent entry points into a unit.
- n. Security camera maintained by the Association that view common area such as the swimming pool are allowed. Owner security camera such as door entry camera and camera for a specific condominium are allowed. Other than Association maintained cameras, cameras that cover the common areas are not allowed. However, camera that protect personal property such as boats and vehicles are allowed.

6. Patios/Decks, Unit Windows and Doors

- a. The Board should be consulted regarding the interpretation of these rules or variances from the rules. To illustrate, tiles on a front entryway patio need Board approval.
- b. The installation of or change to Patios/Decks requires a drawing, material and color description and written approval of the Board. Maintenance and repair of any Patio/Deck shall be the responsibility of the individual Unit Owners. No Patio/Deck shall exceed an approximately 10 foot x 10 foot or a maximum of 100 square feet. Patios/Decks may be along the master bedroom wall for Unit types A and D, and along the wall at the door to the lanai for Unit Type C. Proposals for Patios/Decks for type B units will be considered and approved or not approved at Board discretion. Size, materials, colors, etc. of Patios/Decks will be at the discretion of the Board of Directors. Patios/Decks may not cover sewer clean outs or other utilities needing access. The Patios must be made of removable pavers of a light neutral color. Decks will be considered when special problems occur such as extreme elevation/slope, handicap access or drainage problems exist. The Deck surface must be made of long-life composite materials. The support beams must be made of pressure treated long-life wood. The Deck height must be equal to or below the adjacent door sill. The deck surface must

be of a light neutral color similar to the Patio pavers. The Board will work to facilitate the process and timing with the owner.

- c. With written Board approval, existing windows may be replaced using white vinyl, aluminum or composite frames, approved wind rated windows with grills for all windows in the kitchen and bedrooms. The larger front window (A units) have a nine or six grill pattern per pane, and all the smaller windows should have a six-grill pattern per pane (all unit types). The small bathroom window does not have to have grills, and may have privacy or clear glass. Windows should be single hung, with one screen on the bottom pane. Windows may NOT be sliding, jalousie or swivel. The windows may tilt in to provide convenience for cleaning purposes. The windows may not increase or decrease in overall size, and must be mounted similarly to the original as built, window design, and the other approved windows. Lanai window replacement plans will be reviewed on a unit by unit plan, for approval. Mail Slots/Boxes: Units type D, which do not have a storage area closet, have mailboxes affixed on the exterior at the front entrance by the address number. All mail boxes must be of the same size and design.
- d. Building permits are the responsibility of an owner/builder and are required for remodeling projects and must be approved by the board of directors.

7. Exterior Appearance:

The following apply unless an exception is specifically approved, in writing by the Board:

- a. No planting or transplanting of shrubbery, or change in landscaping is permitted without Board approval. A small number of annual, non-invasive, flowering plants are allowed in existing side or rear landscape areas. (Potted plants are included.) If unit owners have a question, they should check with the landscape committee prior to planting. The care of anything planted in common landscape by a unit owner, is the responsibility of the unit owner. Any plantings that are not healthy, are overgrown, or are otherwise deemed objectionable by the landscape committee will be brought to the attention of the owner by the Association and removed at the unit owner's expense. All annuals must be removed by the unit owner prior to leaving for the season or before leaving for any extended period of time.
- b. Placement of anything in any common area, including wire, lights, antennas, clotheslines or miscellaneous equipment is prohibited. Storage of grills, patio furniture or any personal property in any common area, including landscape areas, is prohibited. Garbage bins are allowed, see below.
- c. Garbage bins are unit owner's property. Maintenance and replacement are the responsibility of the unit owner. They must be stored in the recessed receptacle on the side of each building and have pest proof lids.
- d. Front porches must remain uncluttered and must not be used for storage.
- e. Front door (front porch) lights are to remain on from dusk to dawn.
- f. Signs of any kind, other than a small "welcome" sign by the front door, are prohibited anywhere on the exterior of the building, including the front porch. "For sale" signs are also prohibited from the exterior of a unit but may be placed at a window inside the unit.
- g. Rear patios are to only contain furniture and outdoor accessories normally found on an outdoor patio (e.g. potted plants). One deck box up to approximately 6'x2'x2' is permitted. Storage containers other than deck boxes are also prohibited. All furniture and outdoor accessories must

be stored or secured safely when a unit is unoccupied for an extended period and during periods of severe weather such as a hurricane.

8. Procedures for Resale and Rent of a Condominium

- a. Any owner wishing to sell his or her unit may do so without reservations, provided the prospective purchaser has been approved by the Association. Any prospective purchaser must complete an application and submit a non-refundable check in the amount of \$100, payable to the Association. A thorough background check is conducted on all prospective purchasers. All applications must be received at least two weeks prior to a closing. A personal interview may be required. Owner or Real Estate Agent will be notified as to approval or disapproval. No "For Sale" signs are allowed on Condominium Property, however, an owner may place one sign in a window.
- b. Anyone desiring to rent a unit must also submit the official application form and a \$100 non-refundable fee. The minimum rental period is two (2) months, and no more than two (2) times in a calendar year. If a rental is to extend beyond one year, a new application must be submitted, but an additional fee is not required. Any owner renting their unit cannot leave a vehicle on the property. Parking is limited to residents and guests. If a renter occupies a unit without an application, the owner still must file an application with a \$100 non-refundable fee and possibly be subject to a fine. The owner is required to provide each application with a listing of the rules. Prior to occupancy, the renter is required to sign acknowledgement of the rules that they are required to follow.
- c. If, in the judgment of the Board, a renter commits a serious breach of rules or endangers the well-being of owners, guests or workers, the renter will be required to immediately leave Casco Dorado. Owners renting their condominium are not allowed to use Casco Dorado services for the term of the rent, and they must respect the rights of the renter to use the condominium and Casco Dorado facilities.

9. Boat Docks & Dock Master

- a. The boat docks are owned by the Casco Dorado Condominium Association. When available, they are rented to Condominium Owners for their exclusive docking use. Application for rental of a dock and the preferred dock assignment must be submitted to the Dock Master for Board of Directors approval.
- b. Docks may not be sublet, however, an owner who rents a dock may allow another owner or renter to use their dock as follows: 1.) A dock sharing program is allowed between a maximum of two owners. The second owner must meet all qualifications in this section. Dock Master approval is required. Under this program there would be a primary dock renter and a secondary dock renter. The primary dock renter and the secondary dock renter can share the usage of the dock as approved by the Dock Master and Board of Directors. Both users must be current residents of Casco Dorado. Only one dock renter's boat can be at the dock at a given time. The Primary dock renter will be responsible for all payments to the Association and cannot charge the secondary dock renter more than the Association's monthly dock rental fee. The primary dock renter must offer the secondary rental to all owners on the waiting list in order of their placement on the dock waiting list. 2.) A secondary dock renter will not lose their place on the list unless they ask to be removed. 3.) When the primary dock renter ends their rental of the dock the dock will be offered 1st to a current dock renter if they want to move to a more convenient location and then, in order, to the next applicant on the dock waiting list.

- c. No boat of more than 26' in length may be moored. The Dock Master will ensure that stipulations for size, type and appearance of craft are honored.
- d. Upon renting a boat dock, the dock renter must provide a copy of a current boat registration within 3 consecutive months in residence at Casco Dorado. If not, the dock renter will forfeit the dock to the next person on the waiting list and must reapply for a dock space.
- e. When renting a dock, the dock renter is totally responsible for care and maintenance of the boat and must make arrangements for its care in her/his absence. The Condominium Association assumes absolutely NO responsibility for the boats. Good housekeeping practices must be applied by the dock renter such that hoses/lines are coiled and loose articles on the deck are stowed at the end of the day.
- f. Change of occupancy of a unit does not entitle the new unit owner automatic use of the dock area. The new resident/owner must apply to the Condominium Dock Master for use of an available dock. New requests for docks must be made on a formal application form, dated and submitted to the Dock Master for consideration.
- g. The Dock Master will monitor the condition of the docks and the community boat lift, and provide a monthly report to the Board.
- h. The community boat lift is available only for use by current Casco Dorado condo owners. With permission of the Dock Master, the community boat lift can be made available for use. Before 1st time use, instruction for the user MUST be received from the Dock Master along with completion of the Casco Dorado Community Boat Lift Request form. The Dock Master will supply the owner with a copy of the form. The community lift is to be used only for boat maintenance and not for boat storage. If the community boat lift is needed for an emergency, the dock master should be notified immediately along with completion of Request Form. The lift shall be occupied for a reasonable amount of time as in which to accomplish the stated task and the Dock Master will have sole discretion as to what is reasonable. The lift lock combination may be obtained from the Dock Master by Casco Dorado condo owners. Community Boat Lift Request Forms may be found on our Neighborhoodlink web site.
- i. The Dock Master is appointed by the Board of Directors for a one (1) year period at the time of the Annual Meeting.
- j. One dock box no larger than 4'x2'x2' is permitted per dock renter. The box must be secured, is the responsibility of the renter and must be removed when the dock rent expires. The location of the dock box will be determined by the Board and coordinated with the Dock Master.
- k. Kayaks cannot be left unsecured in common areas due to liability concerns. Each Kayak owner must secure their kayak, provide his/her own lock, and hold Casco Dorado Condo Association harmless for any damage or loss to his/her vessel. All kayaks must be stored on Dock 1 with the Dock Master's approval.
- l. The docks shall be self-supporting so fees shall be set to accomplish that end.

10. Communications/Social Media Policy

- a. The Casco Dorado Condominium Association Board, recognizes www.neighborhoodlink.com as its official community communication site. It uses this site for relaying information such as messages, alerts, announcements, events, etc to serve the community. The Casco Dorado Condominium Association Board identifies the Board Secretary as the sole individual for postings.
- b. Casco Dorado Condominium Association recognizes that Facebook, Twitter, YouTube and Instagram as well as other social media platforms are considered unofficial and do not represent the opinions of the Casco Dorado Board.

COMMUNAL RULES AND PROCEDURES

1. Pets and Wildlife: All pets are to be kept on a leash while outside the units and attended by a responsible adult. No pet is to be tethered outside any unit or in any common area. Pets must be attended by a responsible adult at all times. Animal waste must be picked up immediately and placed in the owner's garbage receptacle. Owners are encouraged to walk their pets outside the fence on Cortez Road, so as not to infringe on common elements (Article IV 4.3). Pets are restricted to a weight of 25 pounds or less. A maximum of one dog or two cats is allowed. No birds are allowed. Exotic pets such as reptiles are not allowed. Overnight visitors are not allowed to bring the pets that violate these pet rules. Renters are only allowed pets if given permission in the rental contract with the owner. Feeding of any wildlife is prohibited, including manatees.

2. Parking and Vehicle Operation: Owners renting out their property may not leave a vehicle on the premises. Owner parking is limited to passenger vehicles in assigned area. Owners may allow others, (owners or guests) to park in their assigned area if they are not using their assigned space by written permission, submitted to the Board of Directors. Areas marked GUESTS are for guests ONLY unless approved by the Board. There will be no permanent parking of trailers, RV's, boats on trailers or vehicles bearing truck commercial license plates. Temporary parking of these vehicles requires approval of the Board. All vehicles must have a valid license plate. Motorcycles are not allowed. Renters must use unit owner parking spaces-not guest parking spaces. Owners with two vehicles or their guests may occupy a guest spot with their second vehicle if a spot is available. Owners or their renters are required to park their primary vehicle in their assigned owner parking space. An owner who parks their primary vehicle in guest parking may be towed at the discretion of the property manager/board.

The speed limit on condominium property is ten (10) mph. Vehicles that are a safety hazard or parked in a no parking area can be towed at owner expense. Renters are only allowed to have one vehicle on premise during their rental period, regardless of whether they have permission of an owner.

3. Laundry: The laundry is for the use of owners, renters and their guests, living in the condominium. If machines are out of order, notify the laundry service provider, the Property Manager or a member of the Board. No one under the age of 16 is permitted to use the laundry equipment. Laundry room hours are 8 a.m. to 8 p.m. Room may be locked at other times. Turn off lights and air conditioner when leaving laundry room. Operation of the laundry will be managed by the service provider and a laundry committee as designated by the Treasurer. The laundry shall be self-supporting so fees shall be set to accomplish that end.

4. Trash and Recycling: Condominium owners shall dispose of trash and garbage in designated receptacles provided therefore, pursuant to the bylaws of the Association. All yard waste for disposal should be placed at designated pick up point on the evening prior to the normal lawn maintenance day. Lawn maintenance schedule shall be posted at club house.

All common ways shall be maintained free of obstructions.

All construction materials are to be removed from the site by the contractor and not put in the Association's trash or recycling area. Only recyclable material should be put in the designated bins. Please follow the rules for recycling posted on the bins and walls of recycling area. Discarded items such as televisions or gas grills should not be placed in the recycling area. The cost of removing such items will be charged to the owner or the Association if the owner cannot be identified.

5. Swimming Pool Rules

a. The swimming pool is for the exclusive use of unit owners, renters of record and their guests. The pool cannot be reserved.

b. Most of the rules pertaining to the swimming pool are posted in the pool area. Please read and obey them. Be sure owner's guests who use the pool are acquainted with these rules.

c. Children's toys, flippers, etc. are not permitted in the pool.

d. Pets are not permitted in the pool area.

e. The pool is kept clean and serviced by a contracted pool service company. Please help keep the pool and pool area clean by obeying the rules.

f. Poolside furniture should be covered by a large towel when in use. Chlorine and sun tanning lotions deteriorate the plastic cover of the furniture. Return all furniture to an orderly arrangement after use.

g. Anyone under the age of 16 must be accompanied by an adult at all times.

h. Pool occupancy limit is twelve (12) people at one time.

i. For health reasons, no diapered children or incontinent adults unless they have swimmer diapers or special swim suits are allowed in the swimming pool. Everyone must shower before using the pool.

j. Pool water temperature should not be changed from the temperature set by the maintenance manager. Pool hours are dawn to dusk.

k. Smoking is not allowed inside the pool fence.

l. No one who has an open sore or wound is allowed in the pool.

m. Close all umbrellas and return all pool and deck furniture to original positions.

6. Club House Rules

a. The club house is for the use of all Casco Dorado residents and their guests. No children under 16 years of age are allowed in the club house unless accompanied by an adult.

- b. Children under 16 years of age cannot use the pool table or T.V. unless supervised by an adult. Any damage to the equipment is the responsibility of the supervising adult.
- c. The club house key works on both the front and back doors. Be sure both doors are closed and locked upon leaving the club house.
- d. The club house air conditioner/heater is regulated by the maintenance manager. No one else is permitted to permanently change the setting. If the setting is temporarily changed when the club house is used, return the setting to the energy efficient setting listed by the maintenance manager.
- e. No wet swimsuits are permitted in the club house except for people using the rest rooms.
- f. No pets, unless a certified service animal, are permitted in the club house.
- g. Folding chairs and tables may be borrowed from the club house with permission from a Board member.
- h. The last person to leave the club house must be sure that all electrical appliances (except the refrigerator) are turned off. All blinds are to be closed and all lights turned out.
- i. The clubhouse may be reserved for a private party by members of the Association and yearly renters. Clear the date desired with the Board Secretary. Anyone using the club house for a private party must furnish their own paper goods and utensils. All garbage must be cleaned up, removed and disposed of by the owner/renter. Trash must be placed in the owner's/renter trash can, not the recycling. Recyclables should be placed in designated recyclable bins,
- j. The clubhouse is cleaned by resident volunteers. Please help them by tidying up when you have finished using it including private parties.
- k. Storage of personal food in the refrigerator in the club house is prohibited. Temporary use of the refrigerator is allowed when the club house is used for special events. Any food left temporarily in the refrigerator should be labeled with the owner's name and date and if not eaten removed within 48 hours.
- l. Smoking is not allowed in the club house.

7. Maintenance

All plumbing and electrical repairs and maintenance within the unit shall be the responsibility of the unit owner. This includes the electrical and plumbing fixtures, garbage disposals, pipes and drains. Sewer line plugs due to owner use, misuse or lack of use is the owner's responsibility. In the event the sewer system requires replacement due to faulty construction or walls shifting, this becomes the responsibility of the Association. The Association shall pay for and be responsible for repairs to the electrical wiring and plumbing within the common elements, i.e. club house, pool facilities, laundry and shop. Responsibility for payment will be based upon the licensed contractor's recommendation. Also, owners are required to use smoke and carbon dioxide detectors, turn off their water when absent to avoid floods, flush toilets periodically, to minimize plugs caused by dry pipelines and have their unit checked monthly when they are absent for an extended period of time. Casco Dorado will be responsible for Plumbing/Sewer, Electric Service and Roof/Ceiling repair costs that are not

caused by owner negligence. Costs resulting from owner negligence are the responsibility of the owner.

Plumbing/Sewer:

- a. If a blockage occurs in a sewer line that has not been relined or has identified external problems, Casco Dorado will pay for the plumbing repair. External is defined as below the surface of the floor x or beyond the exterior wall of the condo. See owner responsibilities as outlined in #4. below.
- b. If a sewer has been re-lined, the owner will pay for the plumbing repair if it is an internal problem. Internal is defined as inside surfaces of the walls, ceilings, and floors of the unit. See owner responsibilities as outlined in #4. below.
- c. If a blockage occurs where sewer feeder lines (Y pipes) connect to a main sewer, Casco Dorado will pay for the plumbing repair if it is established the occupant did not create the blockage from excessive paper usage or inadequate flushing. Owners are reminded that they are responsible for minimizing blockage events by routinely clearing pipes by flushing toilets. If there is reasonable uncertainty about what caused a blockage, the owner and the Association will split the cost of the plumbing service, 50/50. See owner responsibilities as outlined in #4. below.
- d. The Association is not responsible for blockage or other problems caused by occupants' failure to act in accordance with "Owner/Occupant Responsibilities" as detailed on the Association's website. Owners are responsible for anyone occupying their unit. If there is a reasonable uncertainty about what caused the problem, the owner and the Association will split the cost of the plumbing service, 50/50. All plumbing repairs to inside fixtures (sinks, faucets, toilets) are the responsibility of the owner.

Owner/Occupant responsibilities include, but are not limited to:

- 1). Use only approved toilet paper (see website for specifics).
 - 2). Pipes should be routinely flushed with water, by among other things flushing solids twice (see website for specifics).
 - 3). Never flush anything other than human waste and approved toilet paper.
 - 4). Never flush flushable wipes, they are not ever to be put in the toilet.
 - 5.) More details are on the Casco Dorado's Website.
- e. All water heater maintenance is the responsibility of the owner.
- f. If a plumbing service is judged to be a safety hazard and the owner is not able to or not willing to make the repairs, the Association has the right to do so for safety reasons. The owner will reimburse the association for all necessary repairs based upon terms of agreement and a signed promissory note. between the the Board and owner If the owner is negligent in repayment the Board may assess additional fees/fines.

Electric Service Repair:

a. The cost of repairs to all interior electrical service equipment/fixtures is the sole responsibility of the owner. Wiring and components are the responsibility of the owner even if they are located in common elements, such as the attic. All components of the HVAC system is the owners responsibility, including wiring, and structures to protect wire and tubing.

b. Casco Dorado is responsible for the cost of equipment such as the electrical box and conduit from the exterior wall of the condominium to the connection to the main electric service except the wire itself and anything connected to the wires, including switches, breakers, connectors, etc.

c. Owners are responsible for the cost of wire if an exterior electric service repair is necessary. Owners are responsible for all internal electrical costs including outlets, breaker box, and fixtures, etc.

d. If an electric service is judged to be a serious safety hazard and the owner is not able to or not willing to make the repairs, the Association has the right to do so for safety reasons. The owner will reimburse the Association for making all necessary repairs.

Ceiling Damage and A/C Maintenance:

a.) When water damage to condominium ceilings is caused by a failure in the roof, the Association is responsible for the cost of the ceiling repair.

b.) Sometimes gravel, dirt, mildew, etc. accumulates in the A/C pan and plugs the drain. Water can build up in the pan because the drain is plugged and spill into the condominium damaging the ceiling. Annual preventive maintenance is the responsibility of the owner and should be done bi-annually by homeowners.

8. Fines and Procedure: Any owner who repeatedly and flagrantly violates Association rules or makes repeated frivolous or inaccurate requests of the property manager or the Board that are deemed detrimental by the Board to Casco Dorado may be subject to a fine. The fine will be prescribed by an unanimous vote of a three-member fine-review committee consistent with Florida regulation 718.303 (3) (b). The fine should reflect added cost incurred by Casco Dorado and/or be designed to eliminate inappropriate behavior of an owner, not be punitive. A fined owner will be liable for any legal fees incurred by the Association associated with the fining process.

The hearing will be held in front of a committee appointed by the Board made up of at least three (3) members who are not officers, board members, or significantly related to any of the same. A majority affirmative vote of this committee is required to impose a fine or suspension. Any suspension, however, cannot include a restriction of the right of ingress or egress to and from the community.

1. An owner violating a rule will be sent a registered letter informing them of the rule violation. They will be given 10 days to stop the violation.
2. If the violation is not corrected they will be sent a second letter reiterating the violation and warning them if the violation is not corrected they may be fined at the next board meeting.
3. At a regularly posted board meeting, the agenda item of the non-compliant owner is discussed. A fine or suspension of common property privileges is imposed or rejected.
4. If a fine is imposed the owner is given at least a 14-day invitation to appeal the fine/suspension issued by the board.

5. A fine/appeals committee will review the appeal. The fine/appeals committee agrees by majority vote to either affirm or reject the fine or suspension.
6. If there is a fine, the owner has five days to pay the fine after notification.
7. Owners should follow protocol in informing the Board and/or manager of issues, prior to seeking legal counsel. If an owner causes a frivolous or unnecessary legal expense for the Association that the Board feels is unjustified, the owner can be required to reimburse the Association for the incurred legal expenses.

Reference:

FS 718.303:

(3) The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(a) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators

(b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not agree, the fine or suspension may not be imposed.