

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR OCCUPANCY

New residents (owners and/or tenants) are required to complete and submit this application to obtain Association approval at least fifteen (15) business days prior to the proposed occupancy date.

GRS MANAGEMENT, INC
15280 NW 79TH COURT, SUITE 101
MIAMI LAKES, FL 33016
PHONE 305-823-0072
FAX 305-823-4888

To avoid delays in processing, **all applications must be submitted to MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.** Every form must be completed in its entirety, be accurate, and be signed by all required parties. All required supporting documentation and applicable fees must be submitted with the application.

Incomplete, applications will not be accepted or processed until all required information, documentation, is received. Please print legibly using **black or blue ink**.

Incomplete applications will be automatically canceled thirty (30) days after the date of submission date. All application fees are non-refundable.

The following must be included with the application:

_____ Application processing fee of \$150.00 for legally married couples. Any other applicant over 18 years of age must pay an additional \$150.00 per applicant. Made payable to: **GRS Management, Inc. (Cashier's check or money order only) - Application fees are non-refundable.**

_____ **Sales Only:** A completed Estoppel Request must be submitted prior to closing. Pursuant to Section 718.116, Florida Statutes, the Association or its authorized agent will issue the estoppel certificate within ten (10) business days after receipt of a written request and the applicable statutory fee. Payment must be made by cashier's check or money order payable to **GRS Management, Inc.** The current fee is **\$250.00 for standard processing service (issued within 10 business days and \$350.00 for expedited service (issued within 3 business days. An additional \$150.00 if the account is in collection.**

_____ **Rentals Only:** Applications will not be approved if there are any outstanding assessments, fees, fines, or other amounts due to the Association.

_____ **Background Check / Local Police Record** Each applicant is required to provide a **background report or a local police record**. As a convenience, **GRS Management, Inc.** may obtain a background screening on behalf of the applicant for an additional fee of **\$55.00 per applicant**. Payment must be made by **cashier's check or money order** payable to **GRS Management, Inc.** **All background screening fees are non-refundable**, regardless of whether the application is approved, denied, withdrawn, or canceled.

_____ A fully executed copy of the Contract for Sale or Lease, signed by all parties.

When a complete application package is received, we will commence the background screening process. Once the background screening is completed, we will forward the application to the Board of Directors for approval.

All inquiries regarding the application process must be made via e-mail to customer@grsmanagement.com.

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.
APPLICATION FOR OCCUPANCY

**PLEASE COMPLETE ALL SECTIONS OF THIS APPLICATION. INCOMPLETE APPLICATIONS WILL NOT BE
ACCEPTED OR PROCESSED.**

**Note: Please note that all applicants over the age of 18 (not married to the primary applicant) must
complete a separate application.**

Date: _____ Desired Date of Occupancy: _____

This Application is for a: Lease (☐) Purchase (☐) of Unit # _____

Agent Information (if applicable)

Property Address: _____

Realtor's Name: _____ Phone # _____

Applicant information:

Applicant's Name _____ Phone# _____

Email Address: _____

SSN# _____ DOB _____

DL # _____ State _____

MARITAL STATUS: Married (☐) Separated (☐) Divorced (☐) Single (☐)

Spouse's Name: _____

Phone# _____

Email Address: _____

SSN# _____ DOB _____

DL # _____ State _____

LIST OF OCCUPANTS

Total number of individuals who will occupy the unit: _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.
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RESIDENCE HISTORY

Applicants must provide a complete employment history for the past three (3) years.

Present Address: _____ Years _____
City _____ State _____ Zip _____ OWN () RENT ()
Name of Landlord _____ Phone # _____
Previous Address: _____ Years _____
City _____ State _____ Zip _____ OWN () RENT ()
Name of Landlord _____ Phone # _____
Previous Address: _____ Years _____
City _____ State _____ Zip _____ OWN () RENT ()
Name of Landlord _____ Phone # _____

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.
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EMPLOYMENT HISTORY

Applicants must provide a complete employment history for the past three (3) years

ARE YOU: Self-Employed? Yes (☐) No (☐) Retired? Yes (☐) No (☐)

Present Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Spouse's Employer ARE YOU: Self-Employed? Yes (☐) No (☐) Retired? Yes (☐) No (☐)

Present Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.
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REFERENCES (No Relatives)

Name _____ Years Known _____
Phone # _____ Email Address: _____
Name _____ Years Known _____
Phone # _____ Email Address: _____
Name _____ Years Known _____
Phone # _____ Email Address: _____

LEASE ADDENDUM

Lessor/Unit Owner becomes delinquent in the payment of any general or special assessments, installments thereof, or any other monetary obligation due and owing to the Association the Association shall have the right, but not the obligation, pursuant to Section 718.116(11), Florida Statutes, to make written demand upon the Lessee/Tenant requiring the Lessee/Tenant to pay subsequent rental payments, or any portion thereof, directly to the Association.

Upon receipt of written demand from the Association the Lessee/Tenant shall remit rental payments directly to the Association in accordance with the Association's written instructions and shall continue making such payments until:

The Association provides written notice releasing the Lessee/Tenant from this obligation; The Lessor/Unit Owner's delinquent monetary obligations to the Association have been satisfied; or the Lessee/Tenant's tenancy in the unit has terminated.

Any rental payments received by the Association shall be applied toward the outstanding monetary obligations owed by the Lessor/Unit Owner to the Association. The Association shall provide written notice of its demand to both the Lessee/Tenant and the Lessor/Unit Owner as required by applicable Florida law.

The Lessee/Tenant shall receive credit against rental obligations owed to the Lessor/Unit Owner for all rental payments properly made to the Association pursuant to the Association's written demand. Payment of rent directly to the Association following proper notice shall provide the Lessee/Tenant protection from any claim by the Lessor/Unit Owner for those amounts timely paid to the Association.

The Association's rights under this provision are cumulative and are in addition to any other rights and remedies available under the Condominium Declaration, Bylaws, Rules and Regulations, Chapter 718, Florida Statutes, or applicable law, including, but not limited to, the right to pursue collection remedies against the Lessor/Unit Owner for delinquent obligations.

The Association's exercise of this right shall not create a landlord-tenant relationship between the Association and the Lessee/Tenant, except as specifically provided by applicable Florida law.

Lessor (Owner) Signature

Lessee (Tenant) Signature

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.
APPLICATION FOR OCCUPANCY

RULES & REGULATIONS

Acknowledgment of receipt of the association rules and regulations

I/We acknowledge that I/we have received a copy of the Association's Rules and Regulations as part of the application package for **MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.** I/We agree to comply with all provisions of the Association's governing documents, including the Declaration, Bylaws, Rules and Regulations, and any duly adopted amendments.

I/We understand that occupancy of the Unit is limited to the individuals identified in the approved application. No additional person may occupy or reside in the Unit without the prior written approval of the Association when required by the Association's governing documents.

I/We further understand that any violation of the Association's governing documents, including unauthorized occupancy or failure to comply with community rules, may result in enforcement action by the Association as permitted by the Declaration, Bylaws, Rules and Regulations, the lease agreement, and applicable Florida law.

Such enforcement action may include, where authorized, the imposition of fines, suspension of use rights, legal action, and other remedies available to the Association. I/We acknowledge that any termination of tenancy or eviction proceedings must be pursued through the Unit Owner/Landlord and the appropriate legal process as required by applicable law.

All adult applicants must sign below to acknowledge receipt of an agreement to comply with the Association's Rules and Regulations.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

INTERVIEW

Acknowledgment of the required interview

I, _____, acknowledge and understand that an interview with the Association representative is required prior to moving-in to the community. I further understand that completion of this interview is a requirement of the application process and must be completed before occupancy is permitted.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.
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ACKNOWLEDGMENT OF INSURANCE RESPONSIBILITY

I acknowledge and understand that the Association's master insurance policy does **not** provide coverage for damage occurring within my condominium unit. This includes, but is not limited to, damage to interior walls, flooring, cabinets, countertops, fixtures, appliances, personal property, improvements, and losses resulting from water intrusion or flooding, except as otherwise required by the Association's governing documents or applicable law.

I further acknowledge that it is my responsibility, as the unit owner, to obtain and maintain an **HO-6 Condominium Unit Owners Insurance Policy**. An HO-6 policy is specifically designed for condominium owners and provides coverage for personal property, interior improvements, liability, loss assessments (when applicable), and other items not covered by the Association's master insurance policy.

By signing below, I acknowledge that I have read and understand my insurance responsibilities and agree that the Association shall not be responsible for losses or damages that are the responsibility of the unit owner under the governing documents or the owner's individual insurance policy.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

CRIMINAL HISTORY DISCLOSURE

Has any applicant been convicted of a felony or misdemeanor (excluding minor traffic violations)?

☐ Yes ☐ No

Applicant Name: _____

If yes, please provide the following information:

Offense: _____

Date of Conviction: _____

Jurisdiction (City/State): _____

Additional Explanation (Optional): _____

I/We certify that the information provided in this application is true, complete, and accurate to the best of my/our knowledge. I/We understand that failure to provide complete and accurate information, including the omission or misrepresentation of required information, may result in denial of occupancy approval.

Applicant Signature: _____ Date: _____

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.
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AUTHORIZATION FOR FILE DISCLOSURE AND CONSUMER REPORTING

I hereby authorize **GRS Management, Inc.** and **Verify Screening Solutions, Inc.**, including their designated agents, employees, and authorized representatives, to obtain, review, and verify consumer reports and related information for the purpose of evaluating my application for residency, lease approval, or purchase eligibility.

I understand that the screening process may include, but is not limited to, obtaining and reviewing the following information:

- Consumer credit reports;
- Criminal history information;
- Eviction records;
- Rental payment history;
- Rental and occupancy history; and
- Other information necessary to evaluate my eligibility as a prospective resident.

I further authorize the association **MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.**, **GRS Management, Inc.**, and **Verify Screening Solutions, Inc.**, and their authorized representatives, to obtain and review applicable information during the term of my occupancy.

I certify that all information provided in my application for residency is true, accurate, and complete. I understand that providing false, fraudulent, incomplete, or misleading information may result in the denial of my application, the termination of my residency, or other remedies available under applicable law.

I understand that screening results and related information will be maintained in confidence and may be disclosed only to authorized parties as permitted by applicable law or upon my written authorization.

Applicant Information

Full Legal Name (First, Middle, Last): _____

Current Home Address (including Unit No., if applicable):

Address: _____

City _____ State _____ Zip _____

Applicant Telephone Number: _____

Social Security Number: _____ Date of Birth: _____

Driver's License Number and State Issued: _____

Applicant Signature: _____ Date: _____

May 29th, 2024

Marlin Road Trade Center Condominium Association, Inc.
Roof Requirements

The undersigned represents the Marlin Road Trade Center Condominium Association, Inc. (the "Association"). The Association is aware of multiple owners and or tenants who have made modifications to the roofs above their units. This includes unlicensed and unpermitted construction projects that have damaged and continue to damage the roof and units below. Further, these modifications and construction projects were never submitted for approval by the Association Condominium Board of Directors.

Pursuant to the Association Declaration of Condominium:

17.18 Roof. Each Unit Owner and Occupant acknowledges that the roof of the Building is a Common Element. Accordingly, no Unit Owner or Occupant shall have any right of access or use of the roof. Notwithstanding the foregoing, access shall be permitted for purposes of repair to air-conditioning equipment servicing a Unit, provided that the Board of Directors shall be notified in advance and given the approximate time of when the work will be taking place and the party performing the work. The Unit Owner and Occupant of the Unit (if different) hereby indemnifies and hold harmless the Association for any damage to the roof or other Condominium Property arising from or pertaining to the work performed.

As a result, these modifications and unpermitted construction projects are existing violations of the Association's governing documents. The Association demands that all such unpermitted work be removed in no later than fifteen (15) days after the date of this letter. The failure to remove these modifications and unpermitted work will require the Association to take action to remedy these violations at the expense of the owners.

Should the Association be required to do so it will hire a licensed and insured contractor to remove any unpermitted work, wiring, chases, or other violations from the roof. As described above, this expense will be billed to the owners of the corresponding units, and/or charged to the ledger of the unit.

Moving forward, any and all proposed work on the roofs require notice to the Association at least 10 days in advance of such work, including a permit application from a licensed and insured vendor that will be submitted for the permitted work. This excludes emergency repairs, in which case notice of the emergency repair must be made contemporaneously with the work itself and all required retroactive permits must be obtained with copies provided to the Association.

Further, a representative assigned by the Association (from management, or professional staff) must be present when this work is done to be certain it meets the minimum requirements of the Association and does not veer from what is approved.

May 29th, 2024

Failure to abide by this directive will result in the continued removal of unpermitted and unlicensed work, damage assessment fees in the amount of **\$500.00** plus the cost of the removal or repair of the unpermitted work, and the filing of legal proceedings to compel compliance. Should you have any questions relating to this matter, please contact GRS Management Inc. at 305-823-0072 or via email at customer@grsmanagement.com

Sincerely,

The Board of Directors of Marlin Road Trade Center Condominium Association, Inc.

PROPOSED AMENDMENT TO RULES AND REGULATIONS SECTION II RULE D
OF
MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.

Pursuant section VIII of The Rules and Regulations,

1. Amended Rule D Section II COMMON AREAS.

D. Each Owner shall park his/her vehicle in the area designated by the Board and shall instruct his/her employees, licensees and invitees to park their vehicles in whatever areas are designated for such purpose by the Board. ~~Only passenger vehicles less than 15 feet in length or less or light trucks shall be permitted to park on the Condominium Property unless otherwise approved in writing by the Board of Directors.~~

2. Additional Changes:

Each Owner shall park his/her vehicle in the area designated by the Board and shall instruct his/her employees, licensees and invitees to park their vehicles in whatever areas are designated for such purpose by the Board. Only vehicles less than 15 feet in length or less shall be permitted to park on the Condominium Property unless otherwise approved in writing by the Board of Directors.

**PROPOSED TRASH RULES AND REGULATIONS
OF
MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.**

The Association's trash contractor does not collect household, commercial or hazardous waste during its regularly scheduled collection program. No owner or tenant shall set out household, commercial, or hazardous waste for collection by the trash contractor, either on its own or mixed with any waste with respect to which the trash contractor provides services. Further no owner or tenant shall dispose of mechanical parts, or fluids used by machines such as oil, gasoline, other lubricants or mechanical liquids. The disposal of such items causes the association to receive improper disposal fees from its trash contractor. Upon determination that any owner or tenant has improperly disposed of these items in the Association trash bins the cost of same including a \$750 fine per occurrence will be billed to the violating owner and tenant.

All owners and tenant that have hazardous materials to dispose of must do so in accordance and compliance with all local, state and Federal laws. The Association will notify the corresponding governing agency of any such violation of these laws in its discretion.

Roof Access

Pursuant to the Association Declaration of Condominium:

17.18 Roof. Each Unit Owner and Occupant acknowledges that the roof

**RULES AND REGULATIONS
FOR
MARLIN ROAD TRADE CENTER, A CONDOMINIUM**

I. GENERAL.

A. The use and occupancy of the Condominium shall be subject to all applicable building and zoning regulations.

B. Each Owner shall be responsible for the security of his/her Unit. There shall be twenty-four (24)-hour access to the Condominium, and no security company, alarms or guardhouse shall be provided. However, the Board of Directors, in its sole discretion, may take such measures in the future as it deems reasonably necessary or appropriate for the security of the Common Elements only, including, but not limited to, security guard services. In the event guard services or similar security services are implemented, such services shall be a Common Expense of the Association.

C. Supplies, goods, packages, furniture, equipment and all other items being delivered to a Unit shall be delivered at such times and in such manner as may, from time to time, be prescribed by the Board. An Owner shall be liable for loss or damage he/she causes to any item moved, to any person, to the property of other Owners or to any part of the Common Elements.

D. All signs shall be ten (10) feet wide by two (2) feet high, centered on top of the Unit's windows between the warehouse window and the office window at a uniform height to be established by the Board. All signs must be approved in writing by the Board or its designated representative, who shall have the right to review the proposed signs with respect to design, size, color, location and any other factors deemed relevant by the Board or its designated representative. Owners shall be further permitted to have their names or other designations on the door leading to their Units; provided, however, the lettering of names and/or other designations and the exact location on or about the door to Units shall be of a size and type permitted by the Board. No advertising shall be permitted to be affixed to or from the exterior of the buildings, including windows and doors.

E. Solicitations for any purpose whatsoever are prohibited.

F. No Owner shall commit or permit any nuisance or immoral or illegal acts to be done or maintained in or about the Condominium Property.

G. No pets or other animals are permitted within the Condominium Property.

II. COMMON AREAS.

A. The Board reserves the right to control and operate all Common Elements in such manner as it deems best for the benefit of Owners.

B. The Owners' use of sidewalks, entrances and exits in the common areas, fire exits and other common areas of the Condominium buildings is limited to ingress and egress from the Units for each Owner and his/her employees, licensees and invitees and for no other use. No Owner shall permit the encumbrance and obstruction of any such area. The Board reserves the right to control and operate all common areas of the buildings in such manner as it deems best for the benefit of the Owners generally.

C. No Owner shall install any antenna or aerial wire (radio or television) outside of the building, without the prior written approval of the Board. No radio or television, mechanical or electronic may be permitted in any Unit which interferes with the television or radio reception of another Unit.

D. Each Owner shall park his/her vehicle in the area designated by the Board and shall instruct his/her employees, licensees and invitees to park their vehicles in whatever areas are designated for such purpose by the Board. Only passenger vehicles less than 15 feet in length or less or light trucks shall be permitted to park on the Condominium Property unless otherwise approved in writing by the Board of Directors.

E. Food and beverages may be consumed only in Units.

F. No Owner shall obstruct, litter, mar, damage or deface any part of the exterior of his/her Unit, exterior doors or walls or other parts of the Common Elements, and an Owner shall be responsible for any such damage caused by himself or his/her family, employees, licensees, invitees or other persons over whom he/she exercises control.

G. No Owner shall enter upon or attempt to enter upon the roof or equipment or power rooms in the buildings without the prior written consent of the Board.

H. No shades, awnings, window guards, ventilators, fans or air conditioning devices will be used in or about the Condominium except such as will have been approved in writing by the Board, nor will anything be projected out of any window in a Unit without similar approval.

I. All garbage and refuse from Units will be deposited with care in garbage containers intended for such purpose only at such times, location and in such manner as the Board may direct. There shall be no illegal dumping of any materials. The Board shall have the right to require that garbage containers be placed within each Unit either in lieu of, or in addition to, any garbage containers located on the Common Elements. Unit Owners shall be required to arrange for their own trash pick-up unless and until such time as the Board elects to arrange for trash pickup for the Condominium. Should there be excessive or unreasonable quantities of such garbage and refuse, the Board reserves the right to levy a special assessment against the Owner causing same.

J. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours. Further, vehicles with expired license tags, unsightly vehicles (which are determined to be unsightly by the Board in its sole discretion), and vehicles which remain stationary for seventy-two (72) consecutive hours, must be removed from the Condominium property.

K. No repairs of any type will be permitted on and about the Condominium Property.

L. All damage to the Condominium or common areas or equipment caused by Owners, their guests, licensees, invitees, lessees or employees will be repaired at the expense of the Owner causing same.

M. Any Owner wishing to plant flowers, trees or shrubs outside of his/her Unit must obtain written permission from the Board before so doing.

N. Complaints regarding the management of Units or actions of other Owners must be made in writing to the Board.

O. Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property.

P. Employees of the Board will not be sent off the Property by an Owner, at any time, for any purpose.

Q. Personal property of Owners must be stored in their respective Units.

R. Owners who plan to be absent during the hurricane season must prepare their Unit prior to their departure, and must designate a responsible firm or individual to care for such Units should the Units suffer hurricane damage and must furnish the Board with the name of such firm or individual. Such firm or individual shall be subject to the approval of the Board. The Owner shall be solely responsible for installing hurricane shutters on the Unit in a timely manner so as to avoid damage to the Unit or the Condominium caused by a hurricane or severe storm. It shall further be the Owner's sole responsibility to remove the hurricane shutters when the hurricane, severe storm or threat thereof has subsided. Each Owner shall indemnify and hold the Association harmless from and against any and all causes, claims of action, liabilities and demands arising out of or in connection with said Owner's failure to install and/or remove the hurricane shutters. In the event the Condominium Property is damaged because of an Owner's improper installation or failure to install the hurricane shutters, the Owner shall pay all costs of repair.

S. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at anytime, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted without the prior written consent of the Board. Overhangs for automobiles will be permitted subject to prior approval by the Association. and the exact location on or about the door to Units shall be of a size and type permitted by the Board. All signs must be approved in writing by the Board or its designated representative, who shall have the right to review the proposed signs with respect to design, size, color, location and any other factors deemed relevant by the Board or its designated representative

T. No noxious or unusual odors, and no excessive or disturbing noises or vibrations shall be generated so as to become annoyances or become obnoxious to other Owners

U. No alarm devices shall be placed on any portion of the Unit or the Common Elements without the prior written consent of the Board, who shall have the right to designate a specific location for the placement of such devices.

V. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.

W. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium or Association Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association.

III. UNITS.

A. The toilets, sinks and other plumbing fixtures in or serving the individual Units shall be used only for the purposes for which they were constructed, and no sanitary napkins, feminine hygiene products, acids, vapors, rags or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Condominium nor shall any sweepings, rubbish, rags, acids or other foreign substances be deposited therein. Any damage resulting from misuse of such fixtures shall be borne by the Owner who shall have caused the damage, including damage caused by his/her servants, employees, agents, visitors or licensees.

B. No Owner shall keep in his/her Unit any inflammable, combustible or explosive substance, nor shall an Owner be permitted to bring into the Condominium or use in his/her Unit any substance which would create or tend to create a dangerous or combustible condition or impair or interfere with any of the Condominium's services with respect to heating, cleaning or otherwise, nor shall an Owner install any ventilating, air conditioning, electrical or other equipment which the Board determines might cause any such impairment or interference. No Owner may use his/her Unit for a business which by necessity entails possession and/or use of toxic or hazardous substances or entails hazardous operations or conditions.

C. No Owner shall permit or suffer anything to be done or kept in his/her Unit which will, at any time and for any reason, increase the rate of insurance for the Condominium, or which will obstruct or interfere with the rights of other Owners. In the event that the actions of an Owner, his/her tenants, guests or invitees, cause the rate of insurance for the Condominium to increase at any time and for any reason, the Owner shall immediately pay to the Association an amount equal to the additional insurance premium and any and all other increases necessitated by such actions.

D. All maintenance of the interior of each Unit will be the responsibility of the Owner.

E. No additional locks shall be placed upon any door without the prior written permission of the Board, nor may door locks be changed without such permission. The Board may retain a pass key to each Unit and must be allowed admittance thereto at all reasonable times for the purpose of examining the premises.

F. No devices for cooking, cooling or heating food may be used, with the exception of microwave ovens, automatic coffee dispensers, refrigerators and hot plates, by any Owner without the prior written permission of the board. In any event, no use of appliances shall be permitted which would create a noxious odor in any of the Units.

G. Each Owner is fully responsible for the protection of his/her Unit and the contents thereof from robbery, theft, vandalism, pilferage or other loss.

H. There shall be no tinting of windows, or the placing of reflective coating on windows. Further, no Owner shall permit any signs of any nature to be placed in any window or to be hung in any window area.

I. No Owner may use his/her Unit for any residential purpose.

J. Each Owner shall be responsible for pest control associated with the interior of his/her Unit

K. No automobile and or truck mechanics' shops, automobile or truck tire shops or automobile or truck paint and/or body shops are permitted to operate at the Condominium Property.

L. No business with a high volume of heavy trucks or with a high volume of business traffic are permitted to operate at the Condominium Property, as determined by the Condominium Association in its sole discretion.

M. Installation of satellite dishes shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.

IV. DELIVERIES.

Supplies, goods, packages, furniture, equipment and all other items being delivered to the Units, shall be delivered at such times and in such manner as may from time to time be prescribed by the Association. Owners shall be and remain liable for any and all damages to person or property caused by any such deliveries, whether occurring on or about the Condominium Property or the Units thereon.

V. MOVING.

All moving of furniture, fixtures or other heavy or bulky items into or out of each Unit shall be subject to the supervision and direction of the Association. The loading or unloading of items shall not cause an undue burden to the Condominium Property or the Units. Prearrangement for all moving shall be made with the Association with respect to the time, method, and routing of the move. Each Owner expressly assumes all risk of loss of and damage to any item so moved, as well as liability for injury to any person, whether or not engaged in such moving, and liability in regard to the loss of or damage to the property of the Owner, or damage to any part of the Common Elements. The Association shall not be liable for the act of any person engaged in such moving, nor for any injury to persons or damage or loss to property resulting directly or indirectly from any act in connection with such moving, and each Owner shall be and remain liable for any and all damages the person or property arising therefrom, whether occurring on or about the Condominium Property or upon the Units thereon.

VI. COMPLIANCE BY DEVELOPER.

Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors or to Units owned by the Developer.

VII. RELIEF.

Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his/her family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association by-laws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- (b) Hearing. The non-compliance shall be presented to a committee or other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond to, 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 committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting. If a majority of the committee does not agree with the fine, the fine shall not be levied.
- (c) Fines. The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by the By-Laws or the Act (whichever is less). No fine shall become a lien upon a Unit.
- (d) Violations. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuance of same after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment thereof.
- (f) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

VIII. ADDITIONAL RULES AND AMENDMENTS THERETO.

The Board reserves the right to make such other reasonable Rules and Regulations from time to time as may be determined to be necessary or appropriate for the safety, care, protection, cleanliness and good order of the Condominium and its Owners. Any such other Rules and Regulations shall be binding upon each Owner with the same force and effect as if the same had been included herein and in existence at the time the Owner had acquired his/her interest in the Unit. The Board further reserves the right at any time to modify or revoke an existing Rule or Regulation.

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EXHIBIT "A"
AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM
Of MARLIN ROAD TRADE CENTER, A CONDOMINIUM

(Additions indicated by underlining: Deletions indicated by striking-through.)

- 1. Amendments to the Declaration of Condominium thereof, and adding the following provisions as follows:**

2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof, and as amended from time to time by the Florida Legislature and as it may be hereafter renumbered.

13.6(a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the ~~six (6)~~ twelve (12) months immediately preceding the acquisition of the title and for which payment in full has not been received by the Association; or

17.3 Leases:

a. The Board of Directors shall have the authority to conduct screening and approve all leases, renewals, and tenants thereof for units. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances.

b. Only entire units may be rented or leased. There shall be no subdivision or subletting of units without Association prior approval, which approval shall not be unreasonably withheld. Prohibited uses for lessees include but are not limited to auto/marine-repair garages, auto/marine-body shops, auto/marine-paint shops, or other mechanical repair garages (all collectively referred to as "garage(s)"), and all other uses prohibited by the Board of Directors by rules promulgated in their discretion. Notwithstanding anything herein to the contrary, an existing unit being operated as a grandfathered garage by an owner may be leased to a lessee for the continued operation of a garage. Once a grandfathered garage unit is used for any purpose other than a garage it may not be leased for use as a garage thereafter.

c. All leases shall be on a uniform form of lease if one is promulgated by the Association.

Leases may also include an addendum promulgated by the Association if the Association so requires. Uniform leases and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of Incorporation, By-Laws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). All leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the condominium documents, without waiver of any remedy available to the tenant. The unit owner(s) shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation the institution of eviction proceedings. If the unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as an agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney fees, incurred in connection with such actions from the unit owner(s).

d. The Association shall have the authority to charge a non-refundable \$100.00 screening fee per applicant. Said fees may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

e. Upon receipt of all information required by the Board of Directors and fees required by the Association, the Association shall have the duty to approve or disapprove all proposed leases within fourteen (14) days of receipt of such information for approval. All requests for approval not acted upon within fourteen (14) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least fourteen (14) days in advance of the expiration of the lease agreement.

f. In the case of a lease renewal, if there has been no record of a violation of the documentary regulations in the lessee's file and if there has been no change in circumstances of the lessee from the previous lease term, the Association shall approve the lease renewal. Nonetheless, the lessee shall be required to submit written notification to the Association of his/her intent to renew the lease agreement and following the same screening guidelines as a new tenant, and a copy of the said lease agreement.

g. In the event the unit owner is delinquent in his/her obligation to pay to Association any general or special assessments, or any installment thereof, the Association shall have the right to require the tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to the tenant and the unit owner. This right of Association is cumulative and in addition to any and all other rights or remedies the Association may have against the owner.

h. If the Association disapproves of a proposed lease or renewal, the owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if the denial is based on good cause. good cause shall include, but not be limited to the following factors, which shall be deemed nondiscriminatory and non-arbitrary reasons on their face and shall serve as a legitimate basis for denial of a lease or renewal:

(1) The person or entity seeking approval has been convicted of a felony;

(2) The person or entity seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

b) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. Their approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at

the time of death or was related to the owner by blood or adoption within the first degree,
provided there is not good cause for disapproval as defined below.

c) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined below.

d) Procedures.

(i) Notice to Association.

1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention along with the required transfer fee, which the Board of Directors may set up the maximum amount allowed by law, per applicant (except if husband/wife or parent/dependent child which shall be considered one applicant), at least fifteen (15) working days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and other information as the Board may reasonably require. The notice will be in the form as may be adopted by the Board from time to time, and the Board may request additional information as may be appropriate under the circumstances and the sale shall not be closed until such information has been provided to the Board or designee and it has reviewed the information, which it must do within fifteen (15) working days, as specified below. The Board may require the personal appearance of any purchaser or donee and his spouse, if any, and all proposed occupants of a unit as a condition for approval.

2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy rights unless approved by the Board, but may sell or lease the unit following the procedures in this Declaration.

(ii) Failure to Give Notice: If notice is not provided, the Board at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval, however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(iii) Time for Board to Approve or Disapprove: Within fifteen (15) working days of receipt of the required notice and all information or appearance as requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval, in the form adopted by the Board. If the Board neither approves nor disapproves within the fifteen (15) working days of receipt of all information which the Board has requested, such failure to act shall be deemed the equivalent of approval and, on demand, the Board shall issue a Certificate of Approval or Consent of Transfer form to the transferee. The Association shall neither have a duty to provide an alternate purchaser nor shall it assume any responsibility for the denial of a purchase application if the denial is based for good cause. Good cause shall include, but not be limited to the following:

- 1) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;
- 2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- 3) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

- 4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;
- 5) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- 6) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or
- 7) All assessments and other charges against the unit have not been paid in full.
- 8) Any other non-discriminatory ground determined to be appropriate by the Association

Marlin Road Trade Center

CONDOMINIUM ASSOCIATION, INC

COMMUNITY REMINDERS



PARKING REGULATIONS

Unauthorized or improperly parked vehicles are subject to towing in accordance with the Association's parking enforcement program and governing documents.



GARBAGE AND BULK DISPOSAL

It is prohibited to dispose of bulk items, construction materials, furniture, appliances, hazardous materials, or any other debris in the Association's garbage containers or dumpsters.

Residents are responsible for arranging the proper disposal of these items at an authorized disposal or recycling facility. Any costs incurred by the Association for the removal of improperly discarded items may be charged back to the responsible owner, in accordance with the Association's governing documents.

TOWING INFORMATION

Prestige Towing
☎ 305-517-3681



📍 14352 SW 142 Ave
Miami, FL 33186

IMPORTANT CONTACT INFORMATION



AFTER-HOURS EMERGENCY LINE

Office Hours:

Monday – Friday | 9:00 a.m. – 5:00 p.m.

The After-Hours Emergency Line is for ASSOCIATION-MAINTAINED PROPERTY EMERGENCIES ONLY, including:



Major water leaks



Electrical emergencies



Other urgent maintenance emergencies



Please contact the management office during normal business hours for all non-emergency matters.



COMMUNITY FOCUSED. CLIENT DRIVEN.

GRS Management, Inc

📍 15280 NW 79TH Court Suite 101
Miami Lakes, FL 33016
☎ PH: (305) 823-0072 Fax: (305) 823-4888
✉ Email: customer@grsmanagement.com
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