

APPLICATION FOR OCCUPANCY

All new residents (owners and/or tenants) are required to apply with **MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.** prior to moving in. The application process could take roughly one to two weeks. A proposed buyer or tenant **MUST** be approved before moving in. You **MUST** obtain the required forms from the office of:

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

All applications **MUST** be submitted to **MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.** All forms must be 100% complete and correct and must be signed by the appropriate parties. Incomplete applications **WILL NOT** be accepted nor processed.

Please note all application requests are only valid for 30 days. If there are any pending items, the application will automatically be cancelled upon 30 days after submission. All applications 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.**
- _____ If the application is for sale, an estoppel **MUST** be requested before or at the time this application is submitted. ESTOPPEL FEE OF \$250.00 (standard) OR \$350.00 (rush) is required. Made payable to: **GRS MANAGEMENT, INC (Cashier's check or money order only)**
- _____ Signed copy of the contract for sale or lease.
- _____ Copy of Local Police Record
If unable to secure local appointment, the GRS Management, Inc. office may run a background check for an additional \$55.00 per applicant. Made payable to: **GRS MANAGEMENT, INC. (Cashier's check or money order only) - Fees are non-refundable.
- _____ Completed application with a copy of all applicants' driver licenses or photo IDs.

All inquiries in reference to the application process must be done via e-mail to customer@grsmanagement.com.

Sincerely,

Applications Department
GRS Management, Inc.

MARLIN ROAD TRADE CENTER CONDOMINIUM ASSOCIATION, INC.

Application for Occupancy

PLEASE FILL IN ALL BLANKS. APPLICATIONS NOT FULLY COMPLETED, WILL NOT BE PROCESSED.

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

Date: _____ Desired Date of Occupancy: _____

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

Property Address: _____

Realtor's Name: _____ Phone # _____

Applicant's Name _____

Phone# _____ Cell Phone# _____

E-Mail Address: _____

SSN# _____ DOB _____

DL # _____ State _____

MARITAL STATUS: Married () Separated () Divorce () Single ()

Spouse's Name: _____

Phone# _____ Cell Phone# _____

E-Mail Address: _____

SSN# _____ DOB _____

DL # _____ State _____

No. Of People who will occupy the unit: _____

LIST OF OCCUPANTS

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

VEHICLES

Make: _____ Model: _____

Tag # _____ State: _____ Year: _____

Make: _____ Model: _____

Tag # _____ State: _____ Year: _____

RESIDENCE HISTORY

Present Address: _____

City _____ State _____ Zip _____ OWN () RENT () Years _____

Name of Landlord _____ Phone # _____

Previous Address: _____

City _____ State _____ Zip _____ OWN () RENT () Years _____

Name of Landlord _____ Phone # _____

Previous Address: _____

City _____ State _____ Zip _____ OWN () RENT () Years _____

Name of Landlord _____ Phone # _____

EMPLOYMENT HISTORY

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

Present Employment:

Employer Name: _____

Address: _____

City _____ State _____ Zip _____ Phone # _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Previous Employer: Employer Name: _____

Address: _____

City _____ State _____ Zip _____ Phone # _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Spouse's Employer

Self-Employed? Yes () No () Retired? Yes () No ()

Present Employment: Employer Name: _____

Address: _____

City _____ State _____ Zip _____ Phone # _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Previous Employer: Employer Name: _____

Address: _____

City _____ State _____ Zip _____ Phone # _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

REFERENCES (No Relatives)

Name _____ Years Known _____

Address: _____

City _____ State _____ Zip _____ Phone # _____

Name _____ Years Known _____

Address: _____

City _____ State _____ Zip _____ Phone # _____

Name _____ Years Known _____

Address: _____

City _____ State _____ Zip _____ Phone # _____

LEASE ADDENDUM

In the event the Lesser is delinquent in his or her obligation to pay to the Association, any general or special maintenance assessments, or any installment, the Association shall have the right, but not the obligation, to require the Lessee to pay said rental installment, or a portion thereof sufficient to pay said delinquent maintenance assessments, directly to the Association, upon the Association giving written notice of exercise of such right to the Lessee and Lesser. The right of the Association is cumulative and in addition to any and all other rights or remedies the Association may have against the Lessee or Lesser.

Initials: _____

Lesser (Owner) Signature

Lessee (Tenant) Signature

RULES & REGULATIONS

I, _____, acknowledge that a copy of the rules and regulations of the Association have been included in this package. If I wish to receive a full copy of the bylaws, the full package is purchasable at the GRS Management, Inc office. I understand that all members of my household and/or any guests are required to comply with all rules of the Association.

Signature _____

Date _____

Have any of the applicants ever been arrested for any other than a minor traffic violation?

Yes () No () Convicted Yes () No ()

Name of applicant: _____

If yes, please explain: _____

Applicant acknowledges that all information given is true and correct, and understands that as part of our procedure for processing your application, an outside screening agency, will make an investigation from the information given and present their findings to GRS Management Inc. and the association for review. This investigation may include, but is not limited to, character, general reputation, credit, residence and criminal search. Applicants agree not to hold the Association or its agent or GRS Management, Inc or the unit owner liable for the discovery or non-discovery of information or any actions taken as a result of this investigation. Authorization is hereby given to release banking, credit, residency, employment and other information pertinent to this application. I/We acknowledge that upon request, a copy of any adverse information may be provided to solely the applicant in which had an adverse report with valid ID. The Association reserves the right to deny this application based on its investigative findings.

Signature: _____ Date: _____



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

AUTHORIZATION FOR FILE DISCLOSURE

(Only to be completed if background by GRS Management, Inc. will be completed)

I hereby consent to allow GRS Management, Inc. and Verify Screening Solutions, Inc., through its designated agent/employee, to obtain and verify my consumer reports, including but not limited to, my credit report, criminal information, and eviction information for the purpose of determining my eligibility to lease/purchase an apartment. I further understand if I lease/purchase an apartment, I consent to allow GRS Management, Inc. and Verify Screening Solutions, Inc. and its designated agent/employee, for the duration of my lease, to review the following list of information to assess risk, for analytics, for process improvement, and other uses: my consumer reports, including but not limited to my credit report, criminal information, eviction information, my rental payment history, and occupancy history, and other information. The facts set forth in my application for residency are true and complete. False, fraudulent or misleading information on an application may be grounds for denial of residency or subsequent eviction. Results may only be provided, upon request, to the following applicant:

Signature: _____ Date: _____

Full Name- First, Middle and Last Name (Please Print):

Home Address (Unit # if applicable): _____

Applicant's Contact Phone Number (Required): _____

Social Security Number: _____ DOB: _____

Driver's License Number and State Issued: _____



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

ACKNOWLEDGEMENT OF RULES AND REGULATIONS

I, _____, the applicant of this property (property address listed below) acknowledge that I have been provided with a copy of the rules and regulations of the Association. I understand that all members of my household and/or any guests are required to comply with all rules of the Association.

I, _____, the owner of this property understand that if I lease this property, I will be responsible for any violations of any rules and regulations caused by my lessee/tenant and I may be subject to violations and/or fines to my property.

Association Name: _____

Property Address: _____

Applicant Signature: _____

Date: _____

**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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Marlin Road Trade Center Condo Association
Rules & Regulations Addendum

1. Workmen-Installation-Deliveries

Any company, workman, tradesman, installer, or person performing alterations or installations on the Association's roof must schedule access to same before any such installation may commence. The manufacturer clearly states that all vendors tracking their roofing systems must use tracking mats for all tools and equipment and be licensed in their industry to avoid a break in warranty. Should the Association's roof warranty be voided due to the negligence of any owner or their contractor, the Owner will be held responsible for any monetary loss to the Association, including increased insurance rates as a result.

Any company, workman, tradesman, installer, or person performing alterations or installations in Association must provide proof of liability insurance in the amount of \$1,000,000.00 (one million dollars) and Workers Compensation Insurance. The company or person must provide a certificate of insurance to the Property Manager listing the Agent's phone number. The certificate shall also state that all sub-contractors hired by any contractor are covered by the company's Workers' Compensation coverage.

A contractor's information sheet, building acknowledgements, and any other paperwork as required from the Board will need to be returned prior to approval. Job's requiring a permit will have to give a security deposit of \$ N/A.

This may be accomplished by hand delivery 48 hours prior to the work starting. The required documentation may change from time to time. All owners are responsible for getting approval of the Association prior to commencement of any job.

Lack of the above documentation shall delay the start of a job.

All work, deliveries, repair, or installations must be noticed to the office for inclusion in the daily staff and receiving/loading dock schedule.

After hours or weekend emergencies such as plumbing or air conditioning repairs must be noticed to the Management by the Owner prior to the serviceman's arrival on the Property.

AKG highly recommends for all mechanical air conditioning work Victor with Total Air Services; contact number: 305-218-3033 and Sergio with Hemi Electric; contact number: 305-219-0820. We also recommend that if there is any change out of units regardless of if the vendor used that AKG is hired to inspect during the process and final installation to ensure proper workmanship.

2. Trash and Garbage

All trash, debris, and garbage must be secured in the appropriate trash containers. Construction debris, refuse or garbage may not be disposed of in the Association's garbage containers. All trash gates must be closed when not in use.

Any Owner or Resident found to be violating the Miami-Dade County Law or Association rules in such a manner as to cause the Building to be fined for Violations, or charged in excess of its current trash removal contract shall be assessed the total fine imposed by any Agency or by the Board of Directors, as well as any additional charges for waste removal charged to the Association. The collection of such fine shall be conducted by the Association or through the Association attorneys.

3. Leases

- a. The Board of Directors shall have the authority to approve all leases, renewals, and tenants thereof for units, which authority may be delegated to a screening committee consisting of at least two Association members of which one must be a member of the Board of Directors. 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. All leases shall be on a uniform form of lease if one is so 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 as 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 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.
- c. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner(s) in the same refundable \$125.00 screening fee per applicant or entity, which are considered one applicant, in connection with the approval required for the lease of an Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.
- d. 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 thirty (30) days of receipt of such information for approval. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement.

- e. 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.
- f. 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 Association may have against the owner.
- g. If the Association disapproves 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.

RULES AND REGULATIONS FINING PROCEDURES

The Marlin Road Trade Center Condominium Association, Inc. (the "Association") has appointed Lance Williams, Dennis Suah, and Hossain Chwihne as the Association fining committee, which is charged with receiving and investigating complaints concerning violations of the Association's Declaration; By-Laws; Articles of Incorporation, and Rules and Regulations (collectively, the "Governing Documents"). The Board of Directors shall review all written complaints, and shall determine whether there is a basis for further action. If so, the Board will issue a fine for the violation of the Governing Documents to the Member or Member's guest, lessee, invitees or other person who is violating the Governing Documents, setting forth the specific nature of the alleged violation, including a statement setting forth the provisions of the Governing Documents allegedly violated and a short and plain statement of the matters asserted by the Association.

The Association has the power to levy fines against a Member or a Member's guests, lessees, invitees or any other person(s) who violate the provisions of the Governing Documents, as adopted or amended from time to time. The fines will be levied in the following amounts: Up to \$100 for the first offense on a daily basis up to \$1,000 total for a continuing violation, or in such other amounts as may be set forth by the Board of Directors, as amended from time to time, in keeping with applicable law, and according to the following procedures:

a. The Board will send a written notification to the violator, and the Member, if other than the violator, announcing the finding that a violation or violations occurred and notifying the violator (and Member, if other than the violator) that fines will be assessed and levied as provided herein.

The notice will also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the violation continues is deemed to be a separate offense, subject to a separate fine. Only one notice will be sent per violation. The actual amount of the fine may be according to the schedule adopted by the Board, as amended from time to time.

No further notice will be necessary to enable the Board to levy fines for an uncorrected violation, or violations, or for recurring violations substantially similar to violations for which a hearing opportunity was previously provided.

b. From time to time, on an as-needed, or on a standing basis, the Finning Committee, made up of owners who are not on the Board, which Committee will determine whether to confirm or reject the fine levied by the Board, if a hearing is requested by the violator, as set forth below.

The notice that fines will be assessed and levied shall also provide the violator with an opportunity for a hearing before the Committee upon a written request delivered to a Board member or designated agent within fourteen (14) days of the date of the notice of

fining. The notice will include the date, time and place of the hearing to be held if the hearing is requested.

If a hearing is timely requested, the Committee will hold the same on the date and time and at the place set forth in the notice, and will hear and receive the response of the violator (and Member, if other than the violator,) including written and oral argument on all issues involved and will hear any witnesses that the alleged violator, the Member, or the Committee, or its agents, may produce. Any party at the hearing may be represented by counsel.

c. Subsequent to any hearing, the Committee will determine whether to confirm or reject the fine levied by the Board.

d. A fine pursuant to this section will be levied against the unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an owner of that unit, and will be promptly paid to the Association by the owner of that unit. The owner/Member will be liable for attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.

e. Nothing herein will be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provisions of the various Governing Documents, including, but not limited to, legal action for damages or injunctive relief. In the event such other means are pursued, the Association will not be required to comply with the procedures and provisions of this language.

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

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. Carton boxes must be opened and flattened before being placed in the trash bin. 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 fee per bulky trash removal will be charged 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

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.