



St. Tropez-Fort Myers Condominium Association, Inc.

2745 First Street

Fort Myers, FL 33916

Application Checklist

Please make sure you have everything listed below before submitting your application

- ☐ Color Copy of Applicant(s) Driver's License
- ☐ Completed and signed Addendum (Lease Only)
- ☐ Initialed and Signed Summary of Rules for St. Tropez Condo
- ☐ Initialed and Signed Summary of Rules for the Riviera Master Association
- ☐ Signed Contract or Lease
- ☐ Completed Pet Registration packet (If Applicable)

Checks Required

- ☐ Administrative Fee \$200 made payable to Riviera Master (Bring Check to Orientation)
- ☐ Security Deposit \$1,500 made payable to St. Tropez Condo (Tenants Only, Bring Check to Orientation)
- ☐ Pet Registration Fee \$100 made payable to Riviera Master (Dogs Only, Bring Check to Orientation)

*Note: Please turn in the completed application to a Castle Group management Member, The Board of Directors has 20 days to review the application once the credit/background report is returned.

*Note: Once the application has been approved by the Board of directors, you will be notified by email to schedule an orientation.

By my signature, I acknowledge that I have read, understand and agree to the Rules, Policies, Procedures and the Good Cause Reasons to disapprove a lease, sale/transfer or occupancy of a unit.

Applicant's Signature _____ Date _____

Spouse's Signature _____ Date _____

ST. TROPEZ-FORT MYERS CONDOMINIUM ASSOCIATION, INC.

APPLICATION AND PROCESSING REQUIREMENTS

- 1) Leasing applicants must be completed at least 30 days prior to occupancy. Lease renewals must be completed at least 30 days prior to the end of the current lease.
- 2) There is a non-refundable HOA fee of \$200 per applicant, payable to the St. Tropez-Fort Myers Master Association. Married couples are considered one applicant. All occupants over the age of 18 years are required to apply. Application fees are payable by money order or local checks only.
- 3) For leasing applicants, there is a security deposit in the amount of \$1,500- or one-months' rent, whichever is less. The deposit will cover any liabilities owed by the tenant to the Association. Payable to St. Tropez – Fort Myers Condominium Association, Inc.
- 4) Applications for approval include criminal background and credit screening. A minimum credit score of 675 is required for all applicants.
- 5) Submit a legible copy of your Contract for Purchase and sale, signed by all parties. Submit all pages.
- 6) Submit a legible color copy of your driver's license. This information is required to complete your background check.
- 7) Only ONE (1) pet allowed with written authorization of the owner and written approval of the Association. Pet must comply with weight restriction of a maximum 35 pounds at maturity. Pets are required to be registered with the Association including photo and a copy of current license and vaccinations annually. Dogs are subject to a \$100 annual fee which should be payable to Riviera-Fort Myers Master Association.

Please be advised that any missing required items or questions left blank on the application may cause the application to be returned, not processed and not approved.

_____ Applicant's Initials

ADDENDUM TO ST. TROPEZ-FORT MYERS CONDOMINIUM LEASES

This is and Addendum to the lease between _____ (Owner) and _____ (Tenant), for unit _____, beginning on _____ (date of lease) and all renewals thereof.

Tenancy Subject to Use Restrictions & Rules: The tenancy is subject to the provisions of the Declaration of Riviera-Fort Myers, a Condominium, together with the Association's By-Laws, and all of the Amendments thereto and all of the Rules adopted by the **ST. TROPEZ-FORT MYERS CONDOMINIUM ASSOCIATION, INC.** The Association has the right to take action to enforce the use restrictions and rules against the owner and tenant. The Association's remedies include, but are not necessarily limited to, fines and termination of the lease, restriction of common area usage, and eviction of the tenant. The Association is entitled to recover all legal fees and costs incurred in connection with actions to enforce the use restrictions and rules, including those incurred before suit, from either the owner or the tenant.

Zero Tolerance: Violations that adversely affect the safety and peaceful existence of any owner or tenant will result in eviction by the Association. Two violations of any kind of disturbance will result in eviction by the owner or the Association. Failure of the owner to evict will result in denial of future leases. Fines for tenant violations will be charged to owners and violations will be placed in owners' and tenants' files. Tenants and owners allowing a move in by tenants or unauthorized guests without Management approval will be cause for eviction by the owner and Association. Failure of the owner to evict will result in denial for future leases.

Unauthorized Occupants and Pets: Any occupants or pets that are not listed on the lease or application for approval of the lease or subsequently approved, in writing, by the Association are subject to being evicted by the Association without other cause.

Towing of Unauthorized Vehicles: The Association has the right to tow any vehicle being kept by tenants, their family members or guests on the Condominium property in violation of community rules including any parked on limited common elements, and the owners and tenants shall indemnify, hold harmless and defend the Association, from all fees, expenses, costs and damages related to such actions.

Assignment of Rents: In the event that an Owner is in default in the payment of assessments or other sums due and owing the **ST. TROPEZ-FORT MYERS CONDOMINIUM ASSOCIATION, INC.**, the Association shall have the right and authority to collect rent to be paid by the Tenant to the owner directly from the Tenant. In the event such Tenant fails to remit said rent directly to the Association within ten (10) days from the day the Association notified such Tenant in writing that the rents must be remitted directly to the Association, but no later than the day the next rental payment is due, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Unit according to the priority established in **Section 720.3085, Florida Statutes**, until the owner's account is current. Check should be made payable to **St. Tropez-Fort Myers Condominium Association Inc., 2745 First Street, Fort Myers, FL 33916.**

There terms of this Addendum are controlling over anything to the contrary in the lease and cannot be modified without the prior written consent of the **ST. TROPEZ-FORT MYERS CONDOMINIUM ASSOCIATION, INC.**

Dated this _____ day of _____ 20

OWNER(S):

Sign: _____

Print: _____

Sign: _____

Print: _____

TENANT(S):

Sign: _____

Print: _____

Sign: _____

Print: _____

_____ Applicant's Initials

ST. TROPEZ - FORT MYERS CONDOMINIUM ASSOCIATION, INC.

A RESOLUTION OF THE BOARD OF DIRECTORS ESTABLISHING GOOD CAUSE REASONS TO DISAPPROVE A LEASE, SALE, TRANSFER OR OCCUPANCY OF A UNIT

THAT WHEREAS, the Declaration of Condominium require all leases and tenants to be approved by the Association; and

WHEREAS, the Declaration of Condominium require all sales, transfers and occupants to be approved by the Association; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a list of good cause reasons that a lease, tenant, buyer, transferee and occupants (herein collectively a Transfer/Transferee) shall be disapproved.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of St. Tropez-Fort Myers Condominium Association, Inc., a proposed Transfer shall be disapproved only for good cause and only if the Board so votes, and in such case the transaction shall not be made, nor shall the Unit be occupied by the proposed Transferee. In determining good cause, the Board shall on a case-by-case basis consider mitigating factors such as the recency of events and the detrimental impact on the Condominium and its residents. Appropriate good cause grounds for disapproval shall include, but not be limited to, the following:

1. The Unit owner is delinquent in the payment of any monetary amounts at the time the application is considered.
2. The unit Owner has a history of leasing his or her Unit without obtaining approval or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her unit.
3. The real estate company or rental agent handling the transaction on behalf of the Unit owner or applicants has a history of screening applicants inadequately, recommending unqualified applicants, or entering into transactions without prior Association approval.
4. The application on its face indicated that the persons seeking approval or any of the proposed occupants intend to conduct themselves in a manner of inconsistent with the covenants and restrictions applicable to the Condominium.
5. The prospective transferee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale of possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or are registered as a sexual offender or sexual predator in any jurisdiction.
6. The prospective transferee or any of the proposed occupants have a history of conduct which evidence disregard for the rights and property of others.

7. The prospective transferee or any of the proposed occupants evidence a strong possibility of financial irresponsibility and/or do not meet the minimum FICO score of 675.
8. The transferee or any of the proposed occupants, during previous occupancy or visits to the property, have evidenced an attitude of disregard for the Association rules.
9. The prospective transferee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
10. The owner fails to give proper notice to the Board of Directors of his or her intention to transfer his or her unit.
11. The proposed transferee occupies the unit before approval has been granted by the Association.

THE FOREGOING NOT WITHSTANDING, St. Tropez – Fort Myers Condominium Association, Inc., is an equal opportunity provider of housing and no lease or tenant shall be disapproved for an illegal or discriminatory reason under any circumstances.

ADOPTED by the Board of Directors this July of 2021 by the Secretary of the Association.

Summary of Rules of the St. Tropez Condominium Association

The Riviera-Fort Myers Master Association, Inc., the Riviera-Fort Myers Condominium Association, Inc. the St. Tropez-Fort Myers Condominium Association, Inc. and the Independent Development Parcels together make up the Riviera-St Tropez Community. Each of condominiums and the IDP, aka the "Liner Buildings" has its own rules, while the rules of the Master Association generally apply to all. As used in this summary, the term "the Association" means the St. Tropez Condominium Association.

This informal summary of the rules of the Association does not try to summarize all applicable rules or to quote them exactly. It does not include Association policies which provide practical guidelines for community living and addressed separately. This summary should be read together with, and is qualified in its entirety by reference to, the official copies of the Governing Documents of the Association which are its Declaration, Articles of Incorporation, By-Laws and the Resolutions adopted by the Association's Board of Directors (BOD). Copies of the Association's Governing Documents may be found on the Association website or by request made to the Association's Secretary or Property Manager.

Certain provisions of Florida Law are also described in this summary and should be read together with, and are qualified in their entirety, by reference to the official copies of Florida Statutes, which may be found at leg.state.fl.us/statutes.

The rules and this summary are to:

- *Promote the safety and well-being of residents and guests*
- *Preserve the assets of the building and residents*
- *Maintain/improve the value of our property and investments.*

This summary is intended to be updated and revised to reflect changes in Florida law and changes made by the BOD on a regular basis. Be sure to check the date of the summary and check with management if there is any question that you have the most current copy.

All persons owning, renting, occupying or visiting the St. Tropez Condominium Association must comply with the rules of the Master Association and also of the applicable condominium or the Liner Buildings.

The Association's BOD greatly prefers voluntary compliance but is empowered to enforce the rules through legal means, including but not limited to fines of up to \$100.00 per day to a maximum of \$1000.00 per violation and suspension of the right to use the Association amenities.

_____ **Applicant's Initials**

Summary of Rules of the St. Tropez Condominium Association

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_____ **Applicant's Initials**

Summary of Rules of the St. Tropez Condominium Association

General Rules for Owners, Tenants, Occupants and Guests

For your convenience, each item has the source cited.

1. Owner Responsibilities

1.1 Residential Use (DEC 17.1, By-Laws Schedule A #1, BOD 5-1-2020)

Units shall be used for residential purposes only. Occupancy shall not exceed two persons per bedroom and one person per den. Anyone occupying a unit for more than one month without the unit owner or family member present shall be considered a tenant.

"No Impact" internet or other similar legal commercial businesses may be operated from units.

"No Impact" includes but is not limited to activity detectable by sight, sound, smell, visibility from outside and should have no business-related traffic or staff assistance.

1.2 Pets (DEC 17.4, By-Laws Schedule A #4, See Master Rule Summary for more information)

Residents are allowed to have one pet not exceeding 35 pounds.

1.3. Contact Information (DEC 7.5, By-Laws #12, Schedule A #26)

The Association maintains a roster of all unit owners which includes mailing addresses, identification, telephone numbers and electronic mailing addresses. Owners must provide the Association with current contact information. Owners must provide management with a set of working keys to access unit in case of emergency.

1.4 Nuisances (DEC 17.6, By-Laws Schedule A #6 #7 #9)

The Board of Directors has the right to determine if any noise level or behavior is a nuisance.

1.4.1 Laws, statutes, zoning or any other requirements of any governmental agency shall be observed.

1.4.2 No portion of a unit, limited common area, or common area is to be used for storing any item that causes property to appear unclean, untidy or emit a foul odor.

1.4.3 Loud or unruly behavior that causes an unreasonable annoyance to others is prohibited.

1.4.4 Quiet hours are from 11:00pm to 8:00am. No parties, loud music etc.

1.5. Window and Door Treatments (By-Laws, Schedule A, #18)

Reflective films or tinting is not permitted on any windows or door. Curtains or drapes visible from exterior must be white or off-white.

1.6 Signs, Display of Personal Property (DEC 17.13, By-Laws Schedule A #13).

No resident shall place signs or any type of advertising device in public view. Mailroom, bulletin board, elevators and common area signs must be approved by Management.

_____ Applicant's Initials

Summary of Rules of the St. Tropez Condominium Association

1.7 Storage *(By-laws Schedule A #5 #7 #23)*

Personal property shall be stored in condo unit or assigned storage unit. No personal items may be stored in any common areas. Fire exits shall never be blocked with any personal property. Limited storage is available for bicycles and kayaks.

1.8 Hot Water Heaters, Air Conditioning and Drains *(By-Laws Schedule A #22, BOD 4/11/2017, 5/1/2020)*

Waters Heaters and/or expansion tanks should be inspected by licensed and insured vendor annually and shall be replaced a minimum of one time every ten years.

- 1.8.1 All hoses that deliver or drain water must be wire mesh. If unit is to be unoccupied for more than three days, the water must be shut off at the main shutoff valve.
- 1.8.2 The air conditioning condensation line must be cleaned regularly. Air conditioning must be run continuously, regardless if the unit is occupied or not to minimize humidity and mold development.
- 1.8.3 The building has a very expensive Sovent Plumbing System. To keep the system running smoothly, do not use bubble bath, drain cleaners or flush any grease in drains. Use only High Efficiency laundry detergents.

1.9 Hurricane Protection *(By-Laws, Schedule A, #19, Hurricane Policy BOD 10/5/2018)*

Upon issuance of an official hurricane warning unit owners shall take actions necessary to protect unit, including compliance with Hurricane Rules and Regulations adopted by the Association.

- 1.9.1 All items must be removed from lanai.
- 1.9.2 Unit owners must undertake or designate a responsible firm or individual to prepare for hurricanes, tropical storms or other hazardous conditions.

1.10 Hazardous Materials, Trash and Recycling *(DEC 17.21, 17.22, By-Laws Schedule A #21, BOD 5-1-2020).*

We are dedicated to maintaining a clean, safe and environmentally responsible property. Please be conscientious concerning household trash and recycling. Leaving any items on garage floor is strictly prohibited.

- 1.10.1 No flammable, combustible, or explosive fluids, chemicals or other substances may be kept in any unit, limited common area, or common area except which is used for normal household purposes. No electric, gas or charcoal cooking equipment is permitted on lanais.
- 1.10.2 Trash
 - The trash chutes cannot support loose items, oversized items, wet or damp materials.
 - Household trash must be tightly bagged (cat litter double bagged) before dropping down trash chutes.
 - Loft units are to place household trash in designated bins on P1.
 - No cans, bottles, Styrofoam or cardboard are allowed down trash chutes. Styrofoam must be disposed of in trash dumpster near P1 entrance.
 - Large Household trash must be placed in designated dumpster on P1.

Summary of Rules of the St. Tropez Condominium Association

1.10.3 Recycling

- Recycling dumpsters and bins are located on P1 and P2.
- The dumpsters are placed outside Mondays at 11:00am and Wednesdays at 3:00Pm for pick up by the City of Fort Myers. Smaller bins are placed in garages when dumpsters are outside. **Leaving any items on garage floor is strictly prohibited.**
- Acceptable and unacceptable recycling items are listed near the dumpsters. Acceptable items include Junk mail, newsprint, metal cans, plastic containers etc.

1.10.4 Bulk Items

- Any items that do not fit in bins or not allowed in general trash, such as furniture, mattresses and electronics may not be left in on property.
- Management must be contacted to arrange for special pick up by the City of Fort Myers. Management is not responsible for storing any trash awaiting pickup.
- Disposing of bulk items improperly is a serious issue and will not be tolerated.

1.11 Alterations and Modifications (DEC 9.1,17.10,17.11, 17.12, By-laws Schedule A #10, #11).

No owner may make changes to the interior or exterior of unit which could in any way affect structural, electrical, plumbing or mechanical systems of building without prior consent of BOD.

1.11.1. Owners must receive written approval from the Architectural Review Committee (ARC) prior to major alterations or remodels, including the installation of hard surface flooring.

1.11.2 Work preparation is only permitted inside an owner's unit and is prohibited in all other areas without approval from Management.

1.11.3 Contractors are not permitted to use Association dumpsters and must haul all trash and debris off premises daily. No materials may be poured down any building drains.

1.11.4 It is the responsibility of unit owners to ensure that the building is kept clean during and after work is completed on their units.

1.11.5 Prior to work, contractors must show proof of general liability insurance and license according to FL Statute, e.g., plumbers, electricians, et al. Contractors who perform tasks that do not make material changes are subject to a less strict standards and may be dealt with case by case.

1.12 Outside Items (DEC 17.7,By-Laws Schedule A #7 #17 #20)

Lanais and elevator entryways are designated as limited common areas.

1.12.1 Rubbish shall not be allowed to accumulate except in designated receptacles.

1.12.2 Electric, gas, charcoal grills or outdoor cooking devices are not permitted.

1.12.3 Satellite dishes or antennas are not permitted on lanais.

1.12.4 No laundry, curtains, or rugs shall be hung on lanais.

_____ **Applicant's Initials**

Summary of Rules of the St. Tropez Condominium Association

1.13 Firearms. *(DEC 17.8, By-Laws Schedule A #8).*

The discharge of firearms and fireworks is prohibited. Firearms include all types of firearms, regardless of size including BB guns and pellet guns.

1.14 Move In/Out *(BOD 4/27/2017)*

Moving rules are in place for the convenience of all residents to avoid multiple moves in a single day, while providing time for current residents to receive deliveries.

1.14.1 All moves must be scheduled with Management five (5) days prior to move.

Failure to schedule a moving date and time may result in denying moving vehicle access to property.

1.14.2 A \$450.00 reservation fee is required for exclusive use of the service elevator.

This fee also covers security while gates and doors are open and unsecured.

1.14.3 Moves are limited to Service Elevator ONLY.

1.14.4 Moves are allowed Wednesday thru Saturday from 9:00am to 4:00pm and may not begin after 11:00am.

1.14.5 Only one parking space is available for a moving truck.

1.14.6 Moving truck must not exceed 28 ft. in length due to parking restrictions.

1.14.7 Unattended doors are never to be propped open.

1.14.8 Unit owner or representative must be present during move and is responsible for any damages.

1.14.9 PODS are strictly prohibited.

2. Common Area and Association Property *(DEC 17.5, By-Laws Schedule A #5)*

Common areas shall be used only for which they are reasonably suited. Common areas are not to be obstructed, littered, defaced or misused in any manner. Food and beverages may not be consumed in common areas except as specifically permitted by the BOD.

2.1 Limited Common Areas. *(DEC 7.1, 7.3, 17.7, 17.17, 17.23, By-Laws Schedule A #5 #7 #12-18)*

Lanais, elevator entry, parking spot and storage lockers are considered limited common areas.

No rubbish, laundry or other such items may be placed on lanais. Patio furniture, planters and other items that are customarily used on residential balconies are permitted. All maintenance and repairs, (including screens) within the limited common areas are the responsibility of the unit owner.

2.2. Responsibility for Damages. *(DEC 7.6, By-Laws Schedule A #30, BOD 5-1-2020).*

Unit owners are liable for any damage to common areas, limited common areas or any other unit, including damage caused by their guests, family members or tenants. When cleaning lanais, water must not be allowed to run over edge. Water, dirt and cleaning solutions will run over into lower units.

_____ **Applicant's Initials**

Summary of Rules of the St. Tropez Condominium Association

2.3 Children *(DEC 17.3, By-Laws Schedule A #3).*

Children are the responsibility of parents or legal guardians. Unit owner or tenant listed on lease will be responsible for any damages caused by children. Playing is not permitted in hallways, stairways, elevators, lobby areas, parking garages or roadways. All children under 12 must be accompanied by an adult when using recreational facilities. Specific age restrictions may exist in other common areas.

2.4 Quiet hours. *((DEC17.6, By-Laws Schedule A #6).*

11:00pm to 8:00am. No parties or loud noises are allowed which unreasonably disturbs other residents.

2.5 Smoking and Vaping. *(By-Laws Schedule A #6, Master BOD 1/30/2012)*

No smoking or vaping is allowed in elevators, garages or inside the buildings other than within a unit. Smoking or vaping is only permitted outdoors in designated smoking areas which are posted on the property.

2.6 Lobby Areas *(BOD 10/26/2017)*

Private parties are not permitted.

2.7 Theatre Room *(BOD 2/28/2019)*

The Theatre room may be used by residents upon reservation from 9:00am to Midnight. Unsupervised children under the age of 16 are not allowed. Residents are responsible for leaving the area clean. Unit owner will be held responsible for any damages.

2.8 Conference Room *(BOD 2/28/2019)*

The Conference Room may be used by residents upon reservation from 9:00am to 9:00pm, not to exceed two hours. Residents must provide their own telephones, faxes or other devices. Residents are responsible for leaving the area clean. Unit owner will be held responsible for any damages.

2.9 Dollies and Bell Carts

Dollies and bell carts must be returned to location designated on cart immediately after use to be available to next user. Bell carts may only be used in service elevators, never in semi-private elevators. Association owned bell carts and dollies are not available for move in/out or contractors. Personal carts may not be stored in garages.

3. Building Access. *(BOD Access Control Policy 10/26/2018, BOD 5/1/2020)*

For the security of all, Access Cards are only issued to owners and leaseholders in good standing.

3.1 Access Control Cards

3.1.1. Access Cards are issued for individual use by authorized user and not transferable.

3.1.2. Access Cards are required for all building entrances and recreational areas.

3.1.3. Residents may request an access card for their resident children age 12 and older.

_____ **Applicant's Initials**

Summary of Rules of the St. Tropez Condominium Association

3.1.4 Residents may request an access card for family members living with them by providing written request to management/board.

3.1.5 Access Cards are issued to authorized tenants only.

3.1.6 Access Cards are deactivated upon sale of unit, end of lease, departure of guests or when individual no longer resides in unit.

3.2. Guests

Guests must register with front desk upon arrival. Owners are responsible for guest behavior while on Association property. A guest is a non-paying visitor of a resident. Paying visitors are considered tenants and are subject to leasing requirements and restrictions.

3.2.1. There is a limit of 4 Guest Cards per unit at any one time.

3.2.2. Guest cards must be presented if requested by Management or Security.

3.2.3. Residents are responsible for guest cards.

3.3 Contractors

3.3.1 Contractors must be scheduled with Management and approved Alternation & Modification Request if necessary.

3.3.2 Contractor must check in at the front desk and receive red lanyard from staff.

3.3.3 The contractor must leave their driver's license with Management when Card is issued which will be returned when the card is returned.

3.3.4 Contractors can work Monday – Friday 8:30am – 4:30pm.

3.4 Deliveries

Security will deliver all packages to individual units using service elevators during evening shifts. Management or Security will allow couriers access to building following proper procedures for deliveries to appropriate areas. All vendors must sign in except scheduled deliveries with prior approvals.

3.4.1 Packages will be stored in designated areas until owner can pick up or Security is able to deliver during evening shifts. Management will email resident to alert them of delivery when possible.

3.4.2 Packages may be retrieved from lobby closet by management or security.

3.4.3 Deliveries must be between the hours 8:30am and 2:00am. Deliveries, including food deliveries, must not be scheduled after 2:00am or before 8:30am. Staff or security must be on property when non- residents are in building to maintain a safe environment for all.

3.4.4 Furniture or other large deliveries must be scheduled with Management 8:30am to 4:30pm Monday thru Saturday only.

4. Unit Sales/Open House Policy (DEC#18, BOD 5/3/2018)

Management must be notified when an owner places unit on the market for sale. All prospective buyers must submit an application for approval to the Association.

4.1. Prospective buyers shall agree to and make payment for completion of background checks.

_____ **Applicant's Initials**

Summary of Rules of the St. Tropez Condominium Association

4.2 Owners must notify realtors of rules concerning building access and Open House Policy.

- 4.2.1 Open Houses must be scheduled with management Monday thru Saturday between 9:00am and 4:00pm at least five days in advance.
- 4.2.2 Only one open house will be permitted at a time.
- 4.2.3 Attendees must sign in/out of building and never be unattended in a unit.
- 4.2.4 Signage must be pre-approved and properly placed.
- 4.2.5 Only two guest parking spaces may be used for prospective buyers and a greeter must be present in the lobby during an open house.

5. Leasing (*DEC 17.2, By-Laws #2, BOD 8/14/14*)

Prospective tenants must submit an application for approval to the Association at least 20 days prior to lease start date with required fees which covers criminal background and credit checks.

5.1 Leases must be approved Association prior to move-in and may not be fewer than 30 days.

5.2 A \$1500.00 deposit is required from approved tenant to be held in escrow by the Association.

5.3 Subletting is not permitted. Tenants may not permit occupancy of any individual. A guest of more than 30 days is considered an occupant and is subject to the same screening as a tenant.

6. Smoke Detectors and False Alarms

Working smoke detectors are required in all units and must not be painted over.

6.1 If smoke is present in unit, open sliding doors and close vestibule door to avoid setting off alarms.

6.2 If an alarm is triggered the entire building must be evacuated.

6.3. If possible, Management will make announcement concerning evacuation, reentry and false alarms.

6.4. Re-entry is authorized by fire department issuing an all -clear signal.

6.5. Triggering an alarm is a very serious issue, residents must navigate many flights of stairs, crate and carry pets, in addition to concerns of fire.

The Fire Department charges a fee for false alarms which are passed on to unit owner.

7. Enforcement of Rules. (*By-laws Schedule A #32, BOD 8/23/2018*).

All persons violating the Association rules shall be subject to having Master Association Common Area amenities use suspended.

6.1 Violation Enforcement and Fining Process

Every resident shall comply with current rules, regulations and policies of the Association. Failure to comply shall be grounds for action which may include fines and recovery of sums for damages. Owners shall be afforded the opportunity for a hearing to respond and present reasons why a fine should not be imposed before it becomes final.

6.2 Fines shall be determined by the Association not to exceed \$100.00 per violation. The fine may be levied on the basis of each day of a continuing violation not to exceed \$1000.00.

Sign: _____ Date: _____

Print: _____

Summary of the Rules of the Master Association

The Riviera-Fort Myers Master Association, Inc., the Riviera-Fort Myers Condominium Association, Inc. the St. Tropez-Fort Myers Condominium Association, Inc. and the Independent Development Parcels together make up the Riviera-St Tropez Community. Each of condominiums and the IDP, aka the “Liner Buildings” has its own rules, while the rules of the Master Association generally apply to all. As used in this summary, the term “the Association” means the Master Association.

This informal summary of the rules of the Association does not try to summarize all applicable rules or to quote them exactly. It does not include Association policies which provide practical guidelines for community living. This summary should be read together with, and is qualified in its entirety by reference to, the official copies of the Governing Documents of the Association which are its Declaration, Articles of Incorporation, By-Laws and the Resolutions adopted by the Association’s Board of Directors (BOD). Copies of the Association’s Governing Documents may be found on Association website or by request made to the Association’s Secretary or its Property Manager.

Certain provisions of Florida Law are also described in this summary and should be read together with, and are qualified in their entirety, by reference to the official copies of Florida Statutes, which may be found at leg.state.fl.us/statutes.

The rules and this summary are to:

- *Promote the safety and well-being of residents and guests*
- *Preserve the assets of the building and residents*
- *Maintain/improve the value of our property and investments.*

This summary is intended to be updated and revised to reflect changes in Florida law and changes made by the BOD on a regular basis. Be sure to check the date of the copy of this summary which you are reading and check with management if there is any question that you have an up to date copy.

All persons owning, renting, occupying or visiting the Riviera-St. Tropez Community must comply with the rules of the Association and also of the applicable condominium or the Liner Buildings.

The Association BOD greatly prefers voluntary compliance but is empowered to enforce the rules through legal means, including but not limited to fines of up to \$100.00 per day to a maximum of \$1000.00 per violation and suspension of the right to use the Association amenities.

_____ **Applicant’s Initials**

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General Rules for Owners, Tenants and Guests

1. Common Areas

Common Areas shall be used only for which they are reasonably suited. Common Areas are not to be obstructed, littered, defaced or misused in any manner.

1.1 Common / Limited Common Areas

Common Areas are for the benefit of all residents. Limited Common Areas are limited to specific owners to the exclusion of others. Lanais, semi-private elevator entries, parking spaces and storage lockers are considered limited common areas.

1.2 Responsibility for Damages.

Unit owners are liable for any damage they cause to common areas and limited common areas. This liability extends to damage caused by guests, family members, tenants or occupants of unit.

1.3 Children

Children are the responsibility of parents or legal guardians. Unit owner or tenant listed on lease will be responsible for any damages caused by children. Playing is not permitted in hallways, stairways, elevators, lobby areas, parking garages or roadways. All children under 12 must be accompanied by an adult when using recreational facilities. Specific age restrictions may exist in some areas.

1.4. Quiet Hours

11:00pm to 8:00am. Parties or loud noise on lanais, walkways, or any other common or limited common areas are prohibited during these hours.

1.5 Smoking and Vaping (BOD 5/16/2017)

No smoking or vaping is allowed in elevators, garages or inside the buildings other than within a unit. Smoking or vaping is permitted outdoors in designated smoking areas only.

1.6. Firearms

The discharge of firearms or fireworks on the property is prohibited. The term "firearms" includes BB guns, pellet guns, and other firearms of any size.

2. Pool and Spa (BOD Pool Rules 3/31/2011, 4/4/2013, 7/23/2014, 6/25/2018, 11/29/2018)

Rules for both the pool and spa are posted within the pool area in accordance with the Department of Health. The pool is open from dawn to dusk. The pool and spa are to be used by residents and guests at their own risk. The pool area or pool chairs cannot be reserved for exclusive use at any time

2.1 The Association assumes no responsibility in the event of personal injury. Use of the pool/spa is at your own risk.

2.2 Residents and guests must carry their valid Access Card in pool area and present to security or staff member when requested. Failure to present valid card may result in being asked to leave pool area.

2.3 Safe behavior and respect for the rights of others must be observed at all times. Unruly behavior, including but not limited to offensive language, running, pushing, jumping, or diving is not allowed.

_____ **Applicant's Initials**

Summary of the Rules of the Master Association

- 2.4** Glass, ceramic, pets, smoking and vaping are not allowed in the pool area.
- 2.5** Children under the age of 12 are not allowed in pool area without adult supervision.
- 2.6** No children under the age of 5 are allowed in spa.
- 2.7** Proper swimwear is required in pool and spa. Incontinent individuals must wear appropriate waterproof garments in pool. Wet swimwear, dripping clothes or bare feet are not permitted in elevators or lobbies.
- 2.8** No food or beverages are allowed in the pool or spa. Beverages must be at least 4 feet from pool edge. Food is allowed in designated areas. No glass container is allowed anywhere in the pool area including the pool and pool deck enclosure.
- 2.9.** External sound emitting devices such as radios, musical instruments and electronic devices are not permitted.

3. Fitness Center (*BOD Fitness Center Rules 9/27/2018, 11/29/2018*)

The Fitness Center is for residents and guests with a valid Access Card. Access Cards must be presented to staff and security upon request.

- 3.1** The Association assumes no responsibility in the event of personal injury. Use of the Fitness Center is at your own risk.
- 3.2** Individuals under the age of 16 must be accompanied and supervised by an adult.
- 3.3** Smoking/vaping, alcoholic beverages, glass or pets are not permitted in fitness areas.
- 3.4** All personal belongings shall be removed from the fitness areas when departing. The Association shall not be responsible for any lost or stolen property.
- 3.5** Proper attire, including athletic footwear, shall be worn while in the fitness areas.
- 3.6** Equipment must not be moved. Replace all hand weights on rack. Wipe down all equipment after use with the provided antiseptic wipes. Return treadmills to back to 0% elevation. Mats should be folded and put away.
- 3.7** Thirty (30) minutes is the maximum time on any one piece of equipment if someone is waiting to use it.
- 3.8** Please read posted instructions before using exercise equipment. If you do not understand the instructions, do not use the equipment. Please notify Management immediately of any equipment problems and do not use any equipment that is not working properly.
- 3.9** Televisions are for the general use and enjoyment of all and should be kept at a volume so as not to interfere with those not watching.

4. Tennis and Pickle Ball Courts

Tennis and Pickle Ball courts are for residents and guests with a valid Access Cards. Access Cards must be presented to staff and security upon request.

- 4.1** The Association assumes no responsibility in the event of personal injury. Use of courts is at your own risk.
- 4.2** No food, glass or alcoholic beverages are allowed.
- 4.3** No bicycles, rollerblades or skateboards are allowed.
- 4.4** Children under the age of 12 must be accompanied by an adult.
- 4.5** Proper footwear is required.
- 4.6** Do not abuse equipment.

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5. Building Access. *(BOD Access Card Policy 7/19/2017, 8/1/2017, 11/20/2017)*

For the security of all residents and guests of The Riviera- St. Tropez Community, Access Cards are issued only to authorized residents, owners, leaseholders in good standing and guests.

5.1 Access Cards

- 5.1.1** Access Cards are not transferable.
- 5.1.2** Access Cards are required for all building entrances, pool and recreational areas.
- 5.1.3** Residents may request an Access Card for their resident children age 12 and older.
- 5.1.4** Residents may request Access Cards family members living with them by providing written request to management/BOD.
- 5.1.5** Access Cards are deactivated upon sale of unit, end of lease, or when individual no longer resides in unit.

5.2 Guests

Guests are non-paying visitors staying less than 30 days.

- 5.2.1** Guests must register with front desk upon arrival. Each unit is limited to four Guest Access Cards at one time.
- 5.2.2** Visitor parking passes are required 24/7 and must be displayed on the rear-view mirror or dash. Must park in a "guest" or "visitor" parking space
- 5.2.3** Owners are responsible for guest behavior on Association property.

5.3 Vendors and Contractors *(See rules for each condominium association).*

Unit owners are responsible for vendor or contractor's conduct while on the property. Vendors and contractors on the property are at their own risk and agree to indemnify and hold harmless the Association for any liability or damages that might arise in connection with their activities.

6. Parking Garage and Vehicles *(BOD 2/4/2013, 9/19/2013, 11/21/2013, 11/29/2018)* (These rules may not apply to the Liner Buildings)

Every unit is assigned at least one parking space for a personal passenger vehicle. All vehicles are required to be registered with the Association and display a current Association decal.

- 6.1** Vehicles are to be parked in assigned space only. A limited number of motorcycle spaces is available.
- 6.2** A limited number of kayak racks is available. Bicycle cages are located on both P1 and P2.
- 6.3** Commercial vehicles are prohibited except for temporary situations pre-approved by management. No vehicles over 28' are allowed on property.
- 6.4** Any vehicle may be prohibited if it constitutes a nuisance due to noise level, leaking, etc.
- 6.5** Campers, motor homes or any type of vehicle used as a residence are not permitted.

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- 6.6 Guest parking passes are issued by front desk staff for registered guests only.
- 6.7 Garage speed limit is 5mph.
- 6.8 Tailgating through access-controlled gates may cause damage to gates and is prohibited. Vehicles must enter and exit the garages through gates one at a time allowing gates to close between each vehicle for safety and to prevent trespassing. Residents are responsible for damage to gates caused by negligence.
- 6.9 Skateboards, rollerblades etc are not allowed in parking areas, sidewalks or roadways.
- 6.10 Dollies and bell carts must be returned to location designated on cart immediately after use to be available to next user. Personal carts may not be stored in garages.

7. Pets (*Pet Policy BOD 1/21/2015, 4/26/2017, 11/29/2018*)

(These rules may not apply to Liner Buildings)

Residents are allowed to have one pet not exceeding 35 pounds.

- 7.1 All pets must be registered with management annually and include documentation of valid vaccinations and licenses. A nominal fee is charged for dogs to cover waste pick up supplies.
- 7.2 Residents must pick up animal waste and dispose of it appropriately in waste containers located on property. Pet relief is permitted only in the adjacent lot and the grass area on the river side of the property.
- 7.3 All pets must be leashed, crated or carried when outside unit.
- 7.4 Pets may not be on lanai or vestibule unsupervised.
- 7.5 Pets may not make objectionable noise or constitute a nuisance.
- 7.6 Emotional Support animals must be registered and approved prior to occupancy.

8. Leasing (*BOD 9/5/2012*) *See rules for each condominium association.*

Leasing of units shall be subject to prior approval and payment of \$200.00 administrative fee.

9. Hazardous Materials, Trash and Recycling (*DEC 17.21, 17.22, By-Laws Schedule A #21, BOD 6-4-2020*).

We are dedicated to maintaining a clean, safe and environmentally responsible property. Please be conscientious concerning household trash and recycling. Leaving any items on garage floor is strictly prohibited.

- 9.1 No flammable, combustible, or explosive fluids, chemicals or other substances may be kept in limited common areas or common areas. No electric, gas or charcoal cooking equipment is permitted on lanais.
- 9.2 Trash
 - 9.2.1 The trash chutes cannot support loose items, oversized items, wet or damp materials.
 - 9.2.2 Loft units are to place household trash in designated bins on P1.
 - 9.2.3 Large Household trash must be placed in designated dumpster on P1.

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9.3 Recycling

- 9.3.1 Recycling dumpsters and bins are located on P1 and P2.
- 9.3.2 The dumpsters are placed outside Mondays at 11:00am and Wednesdays at 3:00Pm for pick up by the City of Fort Myers. Smaller bins are placed in garages when dumpsters are outside. **Leaving any items on garage floor is strictly prohibited.**
- 9.3.3 Acceptable and unacceptable recycling items are listed near the dumpsters. Acceptable items include Junk mail, newsprint, metal cans, plastic containers etc.

9.4 Bulk Items

- 9.4.1 Any items that do not fit in bins or not allowed in general trash, such as furniture, mattresses and electronics may not be left in on property.
- 9.4.2 Management must be contacted to arrange for special pick up by the City of Fort Myers. Management is not responsible for storing any trash awaiting pickup.
- 9.4.3 Disposing of bulk items improperly is a serious issue and will not be tolerated.

10. Enforcement of Rules *(Master DEC Art 11.11, BOD 8/9/2018)*

All persons violating the rules of the Association or of a Condominium Association shall be subject to fines and loss of rights to use Association amenities.

10.1 Violation Enforcement and Fining Process

The Association's Board of Directors may impose fines and other penalties on persons violating its rules. There will be an opportunity for a hearing to respond to a fine or penalty and to present reasons why a fine or penalty should not be imposed.

10.2 Fines shall be determined by the Association's Board of Directors and are not to exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation not to exceed \$1000.00.

11. Association Staff

Employees of the Association are not to be engaged by residents during normal working hours for personal business. This includes errands, unit maintenance, clerical functions or pet care.

Sign: _____ Date: _____

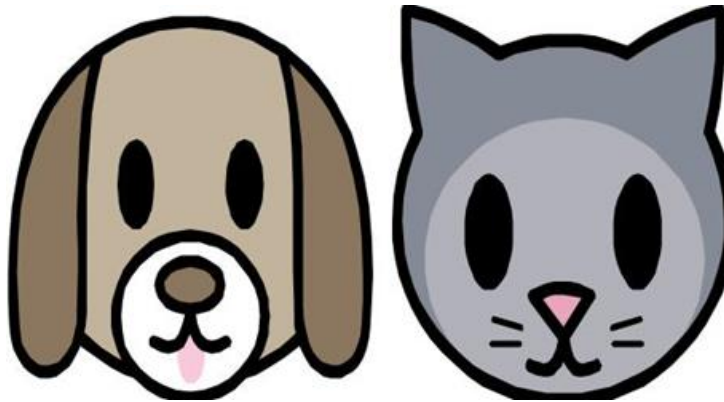
Print: _____

Riviera – Fort Myers Master Association
2743 First Street
Fort Myers, Florida 33916
Office: (239) 332-2349 or (239) 332-4289

PET RULES & REGISTRATION PACKET

Resident Name: _____

Riviera Unit #: _____ St. Tropez Unit #: _____



Management Signature: _____ Date: _____

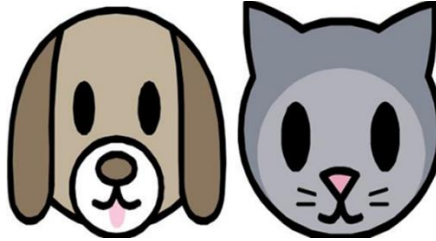
Approved by BOD: _____ Date: _____

Riviera – Fort Myers Master Association

2743 First street

Fort Myers, FL 33916

Office: (239) 332-2349 or (239) 332-4289



Annual Pet Registration Form

Annual pet registration fees (for dogs only) will be due at time of registration. Annual renewals for all pets are effective for one year beginning January 1st and are due January 31st of every renewing year. Late fees will be applied if any registration is incomplete, or fee paid after the 31st.

- ALL PET REGISTRATIONS MUST BE CURRENT TO APPROVE OR RENEW ANY LEASE OR NEW OWNER OCCUPANCY
- Annual \$100 pet fee (for dogs only)
- A \$20 per month late fee will be charged for late registrations completed after the annual January 31st pet registration deadline.
- A tag will be issued for dog collars upon completion of the annual registration
- A color photograph of the pet is to be attached to this registration from
- A copy of the pet's vaccination record and rabies shot certification is to be attached to this registration from
- A pet's full-grown estimated weight must not exceed 35 pounds.

Today's Date: _____

Riviera Unit #: _____ **St. Tropez Unit #:** _____

Type of Pet

Dog: _____ Cat: _____ Other: _____

Unit Owner Information

Full Name: _____

Cell Phone Number: _____

Tenant Information

Full Name: _____

Cell Phone Number: _____

Pet Information

Pet Name: _____

Breed: _____

Male or Female: _____

Color: _____

Current Weight: _____

Fort Myers Tag #: _____

Microchip #: _____

Is this a Service Animal or Emotional Support Animal? _____

If yes, please provide the proper documentation (request “Reasonable Accommodation for Assistance Animal” from management)

Veterinarian Information

Office Name: _____

Address: _____

Office Phone Number: _____

Special instructions pertaining to your pet (if any):

PET RULES OF THE RIVIERA FORT MYERS MASTER ASSOCIATION

1. Except as provided in these rules, no animals of any kind shall be raised, bred or kept in the Riviera, St. Tropez or Corsica Rive communities (the "Community")
2. Only one household pet may be maintained within a unit
3. The maximum total weight of any pet shall be limited to thirty-five (35) pounds
4. Pets permitted in the Community are limited to dogs, cats, and fish or caged household-type birds (or other household pets specifically permitted by the Board) which shall not be kept, bred or maintained for any commercial purpose and not a nuisance or annoyance to neighbors.
5. Those pets which, in the sole discretion of the Board, endanger health, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds), make objectionable noise, or constitute a nuisance or inconvenience to other residents in the Community shall be removed by the owner from the Community at the request of the Board.
6. Pet owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.
7. All pets must be on a leash, or must be carried, at all times when they are not in the owner's unit.
8. No pet may be kept on a balcony, terrace or vestibule when its owner is not in the unit.
9. All pets must be registered annually with management on forms obtained from management.
10. An annual registration fee applies to dogs only and is currently \$100. An additional \$20 late fee is due for each month a registration fee remains unpaid.
11. All pet registrations must be completed by no later than January 31st of any given year. Failure to register any pet residing in the Community by January 31st shall result in a \$20 late fee per month until registration is complete.
12. If a unit owner permits a tenant to maintain a pet in the owner's unit, the unit owner is responsible for the annual registration fee.
13. New owners and tenants should register their pets prior to occupancy. Or they will be in violation of these rules.
14. Pet relief is permitted only in the adjacent lot and the grass area on the river side of the property.

Violation of these rules shall entitle the Riviera Fort Myers Master Association to all of its rights and remedies under the governing documents and the law of Florida including, but not limited to, the right to fine pet owners and/or to require any pet to be permanently removed from the Community.

Resident Signature: _____

Date: _____