

Prepared by and return to:  
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**CERTIFICATE OF AMENDMENT OF THE  
STANDING RULES AND REGULATIONS FOR  
GLADES GOLF AND COUNTRY CLUB, INC.**

THE UNDERSIGNED, being the duly elected and acting President of Glades Golf and Country Club, Inc., a Florida not-for profit corporation, does hereby certify that the amended Standing Rules and Regulations of Glades Golf and Country Club, a Condominium, attached hereto as Exhibit "A," were adopted at a duly noticed meeting of the Board of Directors on the 17<sup>th</sup> day of November, 2016, with notice as required by Florida law. The Standing Rules and Regulations attached hereto as Exhibit "A" are intended to supersede all previous Rules and Regulations recorded in the Public Records of Collier County, Florida.

The original Standing Rules and Regulations of Glades Golf and Country Club, Inc., a Condominium were recorded in Official Records Book 4403, at Page 0136 et. seq., of the Public Records of Collier County, Florida, and as amended from time to time. Set forth below is a list of the recording information for the original Declarations of Condominium for those condominiums operated by Glades Golf and Country Club, Inc.

<u>Name of Condominium</u>	<u>OR Book/ Page</u>
No. 1, The Glades Country Club Apts., a Condominium	408/613
No. 2, The Glades Country Club Apts., a Condominium	445/45
No. 3, The Glades Country Club Apts., a Condominium	485/681
No. 3A, The Glades Country Club Apts., a Condominium	518/146
No. 4, The Glades Country Club Apts., a Condominium	548/23
No. 5, The Glades Country Club Apts., a Condominium	600/755
No. 6, The Glades Country Club Apts., a Condominium	753/1913
No. 7, The Glades Country Club Apts., a Condominium	602/1306
No. 8, The Glades Country Club Apts., a Condominium	641/1232
No. 9, The Glades Country Club Apts., a Condominium	703/883
No. 10, The Glades Country Club Apts., a Condominium	790/52
No. 11, The Glades Country Club Apts., a Condominium	837/1505

Additions indicated by underlining.  
Deletions indicated by ~~striking through~~.

GLADES GOLF AND COUNTRY CLUB, INC.,  
a Florida not-for-profit corporation

WITNESSES

Cristie J Bennett  
Witness

Cristie J Bennett  
(Printed Name of Witness)

Francis J. Kenney  
By: Francis J. Kenney, President

Shaan Williams  
Witness

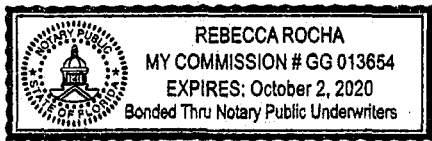
SHAAN WILLIAMS  
(Printed Name of Witness)

STATE OF Florida

COUNTY OF Collier

Sworn to and subscribed before me, an officer duly authorized in Collier County, Florida to take acknowledgments, by Francis J. Kenney, President of Glades Golf and Country Club, Inc., [  ] to me personally known or [  ] who provided a driver's license as identification and who did take an oath, on this 16 day of June, 2017.

(NOTARY STAMP/SEAL)



Rebecca Rocha (SEAL)  
Notary Public, State of Florida  
Print Name: REBECCA ROCHA  
My Commission Expires: \_\_\_\_\_

**STANDING RULES AND REGULATIONS  
OF  
THE GLADES GOLF & COUNTRY CLUB**

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## INTRODUCTION

**RULES AND REGULATIONS: USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Condominium Property and the Glades Complex and the use, occupancy, alteration, maintenance and transfer of Units, Common Elements and Association Property, subject to any limits contained in the Condominium Documents. Copies of such rules and regulations shall be furnished to each Unit Owner.

## STANDING RULES AND REGULATIONS

### **100.00 Roadways and Parking**

#### **100.01 Parking Spaces.**

Although parking spaces are not assigned, the occupants of each Unit are entitled to the availability of at least one (1) parking space within the Common Elements of the Condominium in which the Unit they are occupying is located. In order to protect this basic entitlement, no Unit Owner or other occupants of a Unit shall collectively keep more than two (2) motor vehicles. Vehicles shall be parked in spaces at the building in which the Unit is located. If a vehicle is to be parked for longer than thirty (30) days during the absence of the Unit Owner, the Unit Owner must provide the Association's management office with the name of a contact person who has the keys to the vehicle.

#### **100.02 Parking Permits.**

All motor vehicles parking in the Glades complex on a regular basis must display at all times the applicable parking designator on the (left) rear of the motor vehicle. Owners who have house guests with motor vehicles, visiting for more than three (3) days, must obtain a guest motor vehicle pass from the Association's office, which shall be hung from the rear view mirror. If any question arises as to whether a motor vehicle is to be permitted or is prohibited, the motor vehicle is subject to approval by Association personnel prior to the issuance of any parking designation.

#### **100.03 Parking Restrictions and Covered Vehicles.**

No motor or other power vehicle, other than Emergency vehicles, may be parked:

- a) Upon any grassy area of any common area.
- b) In a manner so as to obstruct and/or overhang the condominium walkways or perimeter roadways.
- c) In a manner so as to obstruct access to the maintenance areas, fire lanes, or recreation facilities.
- d) On the circle in front of the Clubhouse, in front of the Pro Shop, or at the entrance of the 19th Hole, except as designated.
- e) Vehicles may be covered while parked in the Glades Complex. The cover must be a commercially available covering designed for vehicles which can be securely tied on the vehicle, and must be a neutral color such as tan or grey, and not one of the primary colors.

**100.04 Prohibitive Vehicles.**

Unit Owners, lessees and guests are prohibited from parking the following vehicles anywhere within the Glades Complex, including without limitation the clubhouse, recreation facilities and the common elements of the individual condominium sections:

- a) Recreational vehicles and motor homes. Parking of recreational vehicles or motor homes will be considered on an individual basis for a period of time not to exceed twenty-four (24) hours, with prior written approval from the Association.
- b) Boats.
- c) Trucks, including pick-up type, larger than a Ford F-150, or having more than 4 wheels, 2 axels, 2 doors and 1 bench seat, or 2 bucket seats. ~~exceeding one-half ton rated load capacity.~~
- d) Buses.
- e) Trailers (including boat, travel and camper trailers).
- f) Untagged or unlicensed vehicles, or vehicles with expired tags.
- g) Inoperable motor vehicles.
- h) Passenger vehicles with a seating capacity of more than eight (8) persons.
- i) Panel vans.
- j) Any vehicle with affixed (permanent or temporary) commercial accessories, advertising signs, or business logos/phone numbers.
- k) Any commercial vehicle with equipment, materials, or property located therein.
- l) Any vehicle with a camper top.
- m) Any vehicle with personal property stored in an open bed.
- n) Any other vehicle that is used primarily for commercial or construction purposes.
- o) No 'FOR SALE' signs may be displayed in any vehicle.

**100.05** To prevent overtaxing the facilities, an Owner whose Unit is leased may not use the parking areas during the term of the lease, except for temporary parking for purposes of inspecting the Unit.

**100.06** No motor or other power vehicle shall be repaired, stored, or abandoned on a common element or limited common element.

**100.07** All vehicles must be properly muffled as required by law to the extent that they do not create a noise nuisance.

**100.08 Towing.**

The Association, in accordance with applicable law, shall have the right to tow any vehicles that are parked on the Common Elements or Association Property in violation of the Condominium Documents.

**200.00 Buildings and Grounds****200.01 Architectural Review Committee.**

No owner or lessee shall make any exterior or appearance changes to any condominium unit or make any changes which alter the size of the unit without first submitting an application to the Architectural Review Committee. Henceforth, any section which chooses a color for the exterior of the buildings shall require the interiors of open and screened lanais to be painted that color, or white.

**200.02 Signage.**

No owner or agent may post or display "For Sale", "For Rent", or similar type signs anywhere on the common elements, limited common elements or association property, except for "Open House" signs which may be displayed from 1PM to 4PM. No signs are allowed on the outside of the building. The unit is limited to two signs, one in the front of the unit and one in the back, no larger than 18"x 24", which must be displayed inside the window or inside the lanai screen. The exception to this would be in Section 1 where one sign may be placed on the grillwork of the gate or wall. In addition, if any unit has tinted windows, one "For Sale" sign may be placed on the outside of the front window.

**200.03 Stairways/Walkways.**

Stairways and other common areas shall not be obstructed, littered, defaced or misused in any manner. Walkways and stairways shall be used only for the purposes intended, not for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

**200.04 Balconies, Lanais, Patios, Porches & All Limited Common Areas.**

Balconies, lanais, patios and porches shall be used only for the purposes intended, and shall not be used for hanging clothing, for cleaning of rugs or other household items, for the storage of motor vehicles, boats, spas, or for the installation of appliances. A small, portable drying rack may be used for short periods for drying clothes on enclosed lanais.

**200.05 Retail Sales/Installations.**

No owner, lessee or house guest shall:

- a) Hold any garage, patio, yard or flea market type sale anywhere in the Glades.
- b) Use any rug, blanket, sheet or other type covering as a permanent window or door covering.
- c) Install any type material on any limited common walking area other than that approved in writing by the Board. The maintenance, repair, replacement and insurance of such installation shall be the responsibility of the unit owner.

**200.06 Use of Limited and Common Elements and Units.**

- a) Lanais, stairways, landings, patio or porch attached to and/or serving exclusively a unit are to be maintained and painted by the unit owners, and shall be considered a limited common element. Any railings located inside or outside these areas shall be maintained and painted by the Association. Original concrete or brick flooring located on a stairway, landing or lanai shall

be maintained by the Association, but floor materials in a lanai or on a patio or porch attached to and/or serving a unit exclusively shall be maintained and/or painted exclusively by the unit owner.

- b) All equipment, fixtures and/or installations located outside of a unit which furnish air conditioning or heating exclusively to a unit, shall be limited common elements, and shall be maintained, repaired and replaced solely at the expense of the owner of the unit. Where access to such equipment, fixtures or installation is available only through another unit, in which case the Association shall be responsible.
- c) Any part of the common elements that are connected to or exclusively serve a single unit, and are specifically required in the "Maintenance" Article to be maintained, repaired or replaced by or at the expense of the unit owner shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not. This includes windows, screens and interior doors including all hardware and framings therefore.
- d) Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit, limited common elements or common elements, whether with or without Association approval, such unit owner shall be deemed to have warranted to the Association and its members that their contractor(s) are properly licensed and fully insured, and that the unit owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.
- e) No Unit Owner shall use the Common Elements, his Unit, or permit his Unit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and all persons in the Glades Complex shall at all time conduct themselves in a peaceful and orderly manner.
- f) NO charcoal burners shall be kindled or maintained on a balcony, lanai, stairwell or building overhang or within 10 feet of any structure. Electric grills are excluded by these rules.
- g) NO covered gas fired cooking grill, with propane cylinder attached, shall be stored, maintained or kindled on any balcony, lanai, stairwell or building overhang or within 10 feet of any structure. LP gas cylinders in excess of 2 ½ pounds water weight shall not be stored within 10 feet of a residential building. Electric grills are excluded by these rules.
- h) The maximum number of permanent occupants of a Unit at any one time shall be two (2) persons per bedroom. A "permanent occupant" of a Unit is a person who uses the Unit as his primary residence (or secondary residence if the person is domiciled in a state other than Florida). Each Unit shall be used as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. The address of the Condominium or the Unit may not be publicly advertised as the location or mailing address of any business, professional office or other commercial activity; however, this restriction shall not be construed to prohibit a resident from maintaining a

personal or professional library; from keeping personal, business or professional records in his or her Unit; or from sending written correspondence from the Unit. Such uses are expressly declared customarily incident to residential use.

- i) If the Unit Owner and his family who permanently reside with him are absent from the Unit and are not occupying it, and the Unit has not been leased, the Unit Owner may permit his Unit to be occupied by his house guests only in accordance with the following:
- j) Any one person, who is the parent or child of the Unit Owner or of the Unit Owner's spouse, if any, may occupy the Unit in the absence of the Unit Owner.
- k) Other house guests are permitted for only one (1) family occupancy in the Unit Owner's absence. Such house guests may stay only two (2) weeks after which no such occupancy may occur for a period of two weeks, and the total number of occasions for this type of house guest occupancy in any Unit shall be limited to six (6) in each calendar year. The first day of occupancy shall determine in which year the occupancy occurred.
- l) All occupants and house guests under eighteen (18) years of age shall be closely supervised by an adult to ensure that they do not become a source of unreasonable annoyance to other residents.
- m) In order to cause less annoyance to the residents of a building, the following work hours are mandated. When work is being performed on an inside unit, either by a contractors crew or an individual contractor, at the request of a unit owner, that work may be performed during the hours of 8am-6pm Monday thru Saturday only. This is also applicable if the unit owner is performing the work themselves. When roofing, agricultural, painting, paving, or any work is being done outside of the building, at the request of the Association, this work can only be done during the hours of 8am-5pm Monday thru Saturday. In the summer months, work may commence at 7am. In cases when a plumbing leak or back up has occurred, and the plumber is doing the work at the request of the Association, the work can be performed Monday thru Saturday 8am-6pm. Emergency repairs necessary to preserve or protect property may be performed anytime.

#### **200.07 Flags and Banner Displays.**

Unit owners are permitted to respectfully display one (1) portable, removable United States flag. On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day owners may display in a respectful manner portable, removable official flags which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, all not larger than 4 ½ feet by 6 feet. Owners are to submit a request to display a flag to the Architectural Committee for their review on a flag bracket location. The bracket cannot be mounted on hand railings or trees. An owner can arrange with the Association management office to have a work order placed to have the bracket installed at the agreed upon location. No other flags or banners shall be displayed on buildings, lanais, or common elements on association property.



**200.08** Unit owners are responsible for the actions of their lessees, invitees and guests.

**300.00 Transfer or Ownership of Units.**

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions.

**300.01A Forms of Ownership.**

- (i) A Unit may be owned by one (1) person who qualified and been approved as elsewhere provided herein.
- (ii) **Co-ownership.** Co-ownership of Units is permitted. If the co-owners are to be other than husband and wife, or two (2) persons who reside together as a single housekeeping unit, the Board shall condition its approval upon designation by the proposed new Unit Owners of one (1) approved person as the “primary occupant.” The intent of this provision is to allow co-ownership, but not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The use of the Unit by other persons shall be as if the primary occupant was the only actual Unit Owner. Any subsequent change in the primary occupant shall be treated as a transfer to ownership by sale or gift subject to the provisions of this section.
- (iii) **Ownership by Corporations, Partnerships or Trusts.** A Unit may be owned in trust, or by a corporation, partnership, Limited Liability Company or other entity which is not a person, if approved in the manner provided elsewhere herein. The approval of a trust, corporation, partnership, Limited Liability Company or other entity as a Unit Owner shall be conditioned upon designation by the Unit Owner of one (1) person to be the “primary occupant.” The intent of this provision is to allow flexibility in estate, financial or tax planning, but not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The use of the Unit by other persons shall be as if the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the section. No more than one such change will be approved in any twelve (12) month period.
- (iv) **Designation of Primary Occupant.** If any Unit Owner fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the Unit Owner, and shall notify the Unit Owner in writing of its action.
- (v) **Life Estate.** A Unit may be subject to a life estate, either by operation of law or by voluntary conveyance approved under this section. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Unit Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life

tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Unit Owners for purposes of voting and occupancy rights.

### **300.01B Transfers.**

- (i) **Sale.** No Unit Owner may transfer a Unit or any ownership interest in a Unit by sale (including agreement for deed) without prior written approval of the Board of Directors. A gift of a Unit for estate-planning purposes shall be made in accordance with the section below, but any other gift shall be made in accordance with this paragraph.
- (ii) **Devise, Gift or Inheritance.** No prior Association approval shall be required for a conveyance in the event any Unit Owner acquires his or her title by devise, gift or inheritance, it being recognized that the Association does not wish to interfere with estate-planning by Unit Owners. However, the new Unit Owner's right to occupy or use the Unit shall be subject to the approval of the Board of Directors under the section below. The approval shall not be denied to any devisee, donee or heir who was the prior Unit Owner's lawful spouse at the time of death, or was related to the prior Unit Owner by blood or adoption within the first degree.
- (iii) **Other Transfers.** If any person acquired 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.
- (iv) **Delegation of Approval Authority.** To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, or to any officer or the manager. Any committee member, officer or the manager shall be deemed a Vice-President, solely for the purpose of being authorized to execute Certificates of Approval on behalf of the Association.

### **300.01C Procedures.**

- (i) **Notice to the Association.**
  - (1) **Sale.** A Unit Owner intending to make a sale of his or her Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser, a copy of the executed sales contract, if any, a completed sales application and such other information as the Board may reasonably require. The same approval procedures shall apply to any gift and done if the gift of the Unit is made for other than estate-planning purposes.
  - (2) **Devise, Gift (Estate-Planning), Inheritance or Other Transfers.** The transferee must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably

require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this section.

(3) **Demand.** With the notice required in subsection above, the Unit Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below.

(4) **Failure to Give Notice.** If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any Unit Owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the Condominium Documents and shall constitute good cause for Association disapproval.

(ii) **Board Action.** Within 20 days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President, Vice President or any other person deemed a Vice President, in recordable form, and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(iii) **Disapproval With Good Cause.** Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (1) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- (2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (3) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the Condominium Documents;
- (4) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;
- (5) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process;
- (6) The transaction, if a sale, was concluded by the parties without having sought and obtained the prior approval required herein.

(iv) **Without Good Cause.** The Associations approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, but for a non-discriminatory reason, and if the Unit Owner or transferee has made the demand, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Unit Owner the name of an approved purchaser (which may be the Association) who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Unit Owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling Unit Owner, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages. If the Board fails to deliver the name of the approved purchaser within thirty (30) day as required above, then the original proposed purchaser shall be deemed to be approved, despite the Boards former disapproval, and upon demand a Certificate of Approval shall be issued.

**300.01D Exception.** The provisions of this section are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

**300.01E Unapproved Transfers.** Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board.

**300.01F Fees Related to the Sale of Units.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Unit Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by the Condominium Act, as the same may be amended from time to time.

**300.02 Leasing of Units.**

In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this Section. All leases

of Units must be in writing. A Unit Owner may lease only his or her entire Unit, and then only in accordance with this section, after receiving approval from the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership or trust etc

**300.02A Procedures.**

- (i) **Notice by Unit Owner.** A Unit Owner intending to lease his or her Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty-one (21) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, a completed lease application and such other information as the Board may reasonably require. The proposed lessee must sign for having received copies of the rules and regulations of the Association prior to occupancy. Each lease shall provide, and if it does not, shall be deemed to state that the lessee agrees to abide by all of the Condominium Documents and that failure to do shall be a breach of the lease and grounds for eviction.
- (ii) **Board Action.** After the required notice and all information requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.
- (iii) **Disapproval.** A proposed lease shall be disapproved only if a majority of the whole Board so votes and in such case the lease shall not be made. If a committee appointed by the Board is reviewing the lease application as provided below, a lease can be disapproved by majority vote of the committee members. If reviewed by the manager as provided below, a lease can be denied by the manager in his or her sole discretion based on the grounds stated herein. Appropriate grounds for disapproval shall include, but not be limited to, the following:
  - (1) The Unit Owner is delinquent in the payment of assessments 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 application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents;
  - (4) The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
  - (5) The prospective lessee has a history of conduct which evidences disregard for the rights and property of others, including without limitation prior eviction(s);

- (6) The lessee, during previous occupancy, has evidenced an attitude of disregard for the Condominium Documents;
  - (7) The prospective lessee gives 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;
  - (8) The Unit Owner fails to give proper notice of his or her intention to lease his or her Unit to the Board of Directors.
- (iv) **Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the Unit Owner.
- (v) **Applications: Assessments.** Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.
- (vi) **Committee Approval.** To facilitate approval of leases proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee or to its manager.

**300.02B Term of Lease and Frequency of Leasing.** The minimum lease term is thirty (30) days. No unit may be advertised for less than 30 days. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lessee from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

**300.02C Occupancy During Lease Term.** No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Unit. The total number of occupants of a leased Unit is limited to two (2) persons per bedroom. The Unit Owner shall not be permitted to occupy the Unit during the lease term, but may inspect the Unit pursuant to his or her rights under Chapter 83, Florida Statutes.

**300.02D Occupancy in Absence of Lessee.** If a lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions of these rules. If the lessee and all of the family members mentioned in the preceding sentence are absent, no other person may occupy the Unit.

**300.02E Use of Common Elements and Association Property.** To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the Association Property or Common Elements (including, without limitation, the parking and golf facilities) during the lease term, except for purpose of accessing the Unit to inspect it pursuant to Chapter

83, Florida Statutes. The right to use the Association and the Common Elements is automatically transferred to the lessee during the lease term.

**300.02F Regulation by Association.** All of the provisions of the Condominium Documents shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Unit Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, designating the Association as the Unit Owners' agent with the authority to terminate any lease agreement and evict the lessees in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Association is hereby appointed as the Owner's agent to file any legal action to compel a lessee's compliance with the Condominium Documents and/or eviction under Chapter 83, Florida Statutes. The Owner or lessee shall be jointly and severally liable for any attorney's fees and costs incurred by the Association in an action to enforce the Condominium Documents and/or evict the lessee.

**300.02G Fees and Deposits for the Lease of Units.** Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Unit Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by the Condominium Act as the same may be amended from time to time. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any security deposits that are authorized by the Condominium Act, as the same may be amended from time to time, which security deposit shall protect against damage to the Common Elements or Association Property. Handling of the security deposit and claims against the security deposit shall be in accordance with Chapter 83, Florida Statutes, as the same may be amended from time to time.

**300.02H Unapproved Leases.** Any lease of a Unit not approved pursuant to this section shall be void and unenforceable unless subsequently approved by the Board.

#### **400.00 Pets**

**400.01** A Unit Owner may keep no more than one (1) small pet of a normal domesticated household type (such as a cat or dog) in the Unit, not to exceed twenty-five (25) pounds, and tropical fish. Aggressive breeds are not permitted (such as pit bulls or wolf hybrids). No pets of any kind are permitted in leased Units, except as permitted by applicable fair housing laws in which case the owner or lessee(s) desiring to keep a service or emotional support animal must provide all reasonable documentation and medical certifications, in advance of bringing the animal in to the residence, to establish the necessity for the animal. Guests may not keep a pet in a Unit unless the Unit Owner is in residence. No reptiles, rodents, amphibians, poultry or livestock may be kept in the Glades Complex. All pets, upon their arrival on the Condominium Property, shall be registered with the Association on such forms as the Board of Directors may provide from time to time. No pets are permitted to run loose on the Common Elements of a Condominium or the

Association Property at any time. Dogs or cats must be walked on a leash on grassy areas or median strips, but away from mailboxes, pool areas, lanais, golf courses and flowerbeds. The Unit Owner shall clean up after his pet. Pets may not be kept outside on a patio, balcony, porch or lanai unless the Unit Owner is also on the patio, balcony, porch or lanai. The ability to keep pets is a privilege, not a right, and the Board is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Glades Complex.

**400.02** Unit Owners and house guests are not permitted to feed any ducks, wild birds and wild animals anywhere within the Glades.

### **500.00 Garbage and Trash**

**500.01** The Association collects the garbage and trash in the Glades three (3) times a week: Monday, Wednesday and Friday.

**500.02** All garbage and trash shall be placed in securely tied plastic bags only, and placed at the appropriate building collection point, NOT EARLIER than 7:00 AM the morning of collection. Care shall be taken by owner or lessee when packing garbage or trash which contains broken glass, sharp objects, or hazardous materials to prevent injury to workers.

**500.03** Cardboard containers will be collected but must be folded flat and tied in a bundle for easy handling.

**500.04** All appliances, furniture, cabinets, construction materials, plumbing fixtures, large items and/or floor covering materials shall be disposed of by the unit occupant or contractor outside of the Association property, not in the Association dumpsters. The Association will not pick up such materials.

**500.05** If an owner or lessee has garbage or trash to be disposed of on days other than the regular scheduled days, it shall be tied in plastic bags and taken to the trash containers located near the maintenance building.

**500.06** Any horticultural debris generated by an owner or lessee shall be placed at the building collection point, but apart from regular garbage and trash. These items will be picked up by the landscape personnel.

**500.07** In order to participate in the normal recycle program, owners and lessees shall be required to place newspapers, cardboard, cans and glass in their maroon recycle bins and set them out on Sunday evening, after 9 PM. Please secure newspapers so they do not blow over the property.



**600.00 Clubhouse**

**600.01** The clubhouse is for the exclusive use of Glades unit owners, lessees, their house guests and those of Fairway Oaks, Hidden Oaks, and Sunrise IV per contract agreement.

**600.02** All owners and/or lessees are permitted to lease the clubhouse as an individual not more than two (2) times in any calendar year. This privilege is nontransferable.

**600.03** Proper attire is required in the clubhouse at all times. Metal golf spike shoes are not permitted.

**600.04** A unit owner or lessee shall be permitted to lease the clubhouse as follows:

- a) Filling out an application at least fifteen (15) days prior to the intended use date.
- b) The application shall be accompanied by a \$100 security deposit, which will be refunded to the applicant, provided the applicant returns the clubhouse to a condition identical to that which was provided to applicant. If the applicant intends to use the 19th Hole for food and beverage in the clubhouse, a usage fee of \$100.00 is required and is not refundable. This will defray the expense of setup and cleanup.
- d) The applicant is responsible for any damage that may occur. A clean up fee shall be required prior to the event scheduled. There is a set up fee for any applicant desiring that service. If alcoholic beverages are to be served in the clubhouse, they must be purchased through the 19<sup>th</sup> Hole due to liquor license requirements
- e) Organizations of unit owners, such as Golf Associations, Activities Committee, Bridge Clubs, etc., shall be permitted to reserve the clubhouse on a yearly schedule, with approval of the 19<sup>th</sup> Hole Manager

**600.05** The clubhouse cannot be reserved by a unit owner for money making activities other than those sponsored by Glades Activity groups.

**700.00 The 19<sup>th</sup> Hole**

**700.01** The 19<sup>th</sup> Hole is for the exclusive use of Glades unit owners, lessees, their house guests and those of Fairway Oaks, Hidden Oaks and Sunrise IV per contract agreement. Those using the facilities may be asked to provide Glades identification.

**700.02** Owners and lessees may make arrangements to host private parties as follows:

- a) Parties shall take place during hours when the facility is not open for regular business.
- b) All food and beverages shall be provided by the facility.

**700.03** The 19<sup>th</sup> Hole serves a light lunch, refreshments and hosts special dinners. Due to the seasonal nature of our members, the hours of operation may vary, and said hours will be published periodically.

**800.00 Glades Pool Areas**

**800.01** All pools are for the exclusive use of Glades unit owners, lessees, invited guests and those of Fairway Oaks, Hidden Oaks and Sunrise IV per contract agreement. All pool use shall be in accordance with all Federal, State and local laws. Those using the pools may be asked to provide Glades identification.

**800.02** Unit owners, lessees and invited guests may swim, or otherwise use the pool facilities, strictly at their own risk. There are NO lifeguards at any pool. The Association assumes no responsibility whatsoever for any accident or injury that may occur anyone using the pool facilities.

**800.03** Pool hours of operation are from 9:00AM to 1 hour before dusk. The main pool opens at 8:00AM. Pool facilities shall not be used when the enclosure is locked. Rules are posted at each pool.

**800.04** All unit owners, lessees and invited guests are permitted to use any of the nine (9) pools, but they are encouraged to use the pool closest to their residences.

**800.05** Owners and lessees are permitted to hold pool parties at the main clubhouse pool under the following conditions:

- a) Follow the same procedure as outlined in 600.04 above.
- b) Parties may include food and drink; however paper/plastic plates and cups shall be used.
- c) The applicant shall be responsible for cleaning up the pool area after the party, including removal of any trash and or decorations.
- d) Any damage incurred to the pool facilities or common area shall be the responsibility of the applicant.

**800.06** Pools are for the exclusive use of Glades residents and their house guests.

- a) No food, no drinks, no glass, no animals in pools or on pool deck.
- b) Maximum number of people in the pool varies with size of the pool.
- c) Hours for main pool are 8AM to 1 hour before dusk; all other pools are 9AM to 1 hour before dusk.
- d) Shower before entering the pool.
- e) No diving.
- f) No jumping, running, ball playing or roughhousing in the pool or on deck.
- g) Children under 15 must be accompanied by a parent or guardian.
- h) Children under 4 years of age must wear protective swim pants.
- i) Only noodles and children safety items are allowed in the pool.
- j) All electronics and voices kept within a respectful volume.
- k) Dispose of trash properly.

**900.00 Golf Courses**

- a) Use of the golf courses shall be for the exclusive use of Glades unit owners, lessees, their guests and those of Fairway Oaks, Hidden Oaks, and Sunrise IV per contract agreement. Those using the courses may be asked to provide Glades identification.
- b) Ownership of the unit conveys the right to use the golf courses. This right is automatically transferred to a lessee when the unit is leased. An owner who leases their unit SHALL NOT use the golf courses during the term of a lease.

**900.01** Proper attire shall be worn by all players on the golf courses. There shall be no tank tops, halter tops, bare midriffs, jeans, dungarees, swimsuits or shorts less than mid-thigh length. Male golfers shall wear shirts with collars (regular or mock turtle neck) and sleeves. All shirts shall be tucked in when on the golf course or practice areas. Cargo shorts / pants are not allowed. Female golfers shall wear shirts with collars with or without sleeves or shirts without collars but with sleeves. Only soft spike golf shoes or soft sole shoes shall be permitted.

**900.02**

- a) All guests must be registered with the Pro Shop before playing and must be accompanied by at least one owner or renter while playing on either the Pines or Palmetto golf courses.
- b) Junior golfers under the age of 14 must be accompanied by an adult owner or renter unless they have permission from the Golf Professional.

**900.03** Play on the golf courses is governed by rules established by The Board of Directors and the USGA Rules of Golf. Additionally:

- a) All golfers shall have a set of clubs and a bag or rack. Any player found on a course without such equipment shall be asked to leave the course immediately, they may return with the proper equipment. Offenders will be issued a written warning.
- b) Dress rules shall be enforced at the start of play by the Pro Shop or Starter. Those violators discovered on a course by a ranger will be issued a warning and asked to leave the course to obtain proper attire.
- c) A golfer, who has signed to walk a course, may not join a single player in a cart. This is a violation of the cart rental agreement. When discovered, the walking golfer will be charged an 18 hole cart fee. If the violation continues a written warning will be issued.
- d) Golf carts shall be properly used on the courses. Carts shall travel on cart paths, and not the fairways. Balls shall be approached from cart paths at a 90-degree angle to the centerline of the fairway, then return to the cart path in the same manner. Any player observed driving improperly shall be asked to observe this rule. Continued violation shall result in a written warning.
- e) Electric carts and/or pull carts shall be parked at least 10 to 30 feet from the edge of a green. The golf maintenance department will control the distance to alter the flow pattern of golfers. Carts with flags shall be parked at the rear or side of the green. Golf bags which are carried shall be placed at least 5 feet

from the edge of a green. When a violation is observed the player shall be asked to move the cart or bag. A continued violation shall result in a written warning.

- f) Players shall repair their divots on the course, ball marks on the green and rake sand traps after play. Any player observed not repairing or raking shall be asked to do so. A continued violation shall result in a written warning.
- g) All players shall refrain from conducting themselves in a manner which could inflict damage to the golf course, equipment, themselves or others. An observed action of this nature shall result in a written warning.
- h) Practice on the Pines, or Palmetto courses, is strictly forbidden. Any activity on either course must be authorized by the Pro Shop.
- i) Players shall not abuse or manipulate the Chelsea Tee Time System.
- j) Players shall be courteous at all times in the Pro Shop or on the courses. Abusive language towards anyone shall not be tolerated. An observed violation shall result in a written warning.

**900.04** Golfers only are permitted on the cart paths between the hours of 7:00AM and 7:00PM. At all other times, use of the cart paths is at your own risk. No pets are permitted on the golf courses at any time.

**900.05** Any violations of Rule 900 shall be referred to the Director of Golf for investigation. If he deems a violation to have occurred, he shall discuss the matter with the offending party. A subsequent violation of Rule 900 shall result in the Director of Golf sending a warning letter to the offending party as prescribed by the Rules Committee. A third violation by said offending party shall result in the Director of Golf sending a second letter to the offending party as prescribed by the Rules Committee advising that the matter has been turned over to the Compliance Officer for investigation. Upon a finding by the Compliance Officer that the findings of the Director of Golf were appropriate, the matter shall be disposed of as set forth in 1200.00 et seq before being turned over to the Rules Committee which shall schedule a hearing date.

- a) Thereafter, the provisions of 1200.00 et seq with the addition that an offender may additionally be barred from a starting time on either golf course before 3:00PM for a period not to exceed one month.
- b) The procedures set forth in Rule 1200.01 (5) et seq. shall thereafter apply in determining whether a fine and/or punishment be imposed.

### **1000.00 Tennis Court Rules**

**1000.01** The tennis courts are for the exclusive use of the Glades unit owners, lessees and house guests and those of Fairway Oaks, Hidden Oaks and Sunrise IV per contract agreement.

**1000.02** Proper tennis attire shall be worn by all players on the courts. There shall be no jeans, dungarees, swimsuits or shorts other than tennis shorts. Male players shall wear shirts with sleeves. Only proper footwear is permitted on the courts. No black soled footwear is permitted on the hard courts.

**1000.03** Courts shall be open daily from 7AM until 1 hour before dusk.

**1000.04** Courts may be reserved by signing up in the Sports Information Center.

**1000.05** Unauthorized use of the courts is prohibited. There shall be no activities other than tennis ~~or pickle ball~~ on the existing tennis courts.

**1000.06** Inappropriate language shall not be used on the tennis courts.

**1100.00** Miscellaneous

**1100.01** No owner, lessee or guest shall be permitted to threaten or harass another owner, lessee, guest, contractor or employee.

**1100.02** Registration/Recreation Procedures shall be published annually, around the 1<sup>st</sup> of December for the following year.

**1100.03** All owners and lessees of the Glades, Fairway Oaks, Hidden Oaks, and Sunrise IV shall be expected to carry a valid Glades ID for access to Association amenities. Replacement ID cards can be obtained at the Administration Office. Shirts and shoes for Men and cover ups and shoes for Women are required for the Bocce Courts, Shuffleboard Courts, Administration office and the 19<sup>th</sup> Hole Restaurant.

**1100.04** The Association has the right to enter a condominium unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units. In order to prevent damage to a unit door, the Association may retain a pass key to the unit (to be kept in a secure location in the Association office and /or require that the owner provide the name, address and phone number of a local person who has a key to the unit. In addition, the owner must notify the Association office of the dates the unit will be vacant, if longer than thirty (30) days. Owners shall turn the power off to the water heater and shut off the water supply to the unit, if the unit will be vacant for more than twenty-four (24) hours. In the event of non-compliance, the unit owner shall be liable to the Association for all expenses incurred in obtaining access to the unit.

**1100.05** There shall be no door-to-door solicitations, in person or by material left at the door by any owner, lessee or guest.

**1200.00** Fines

**1200.01** The Board of Directors may levy reasonable fines against a unit for the failure of the unit owner or his lessee, occupant, or invitee to comply with any provision of the Condominium Documents, including these Standing Rules and Regulations. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no

event shall any fine exceed the amount set by law. That amount, in accordance with the Condominium Act as of the date of recording these rules is \$100.00 per day for each violation to a max of \$1000.00 per violation for a continuing violation.

**The Procedure for imposing any fine shall be as follows:**

- (1) Investigation of the complaint by Compliance Officer. The owner is advised that he/she is in violation of Rule \_\_\_ and told to correct the problem within (7) seven days.
- (2) A Complaint form describing the violation, the owner involved, and the date of notification of the violation to the owner is completed by the Compliance Officer.
- (3) If the complaint is not resolved within (7) seven days after notification to the owner, the Compliance Officer will so advise the General Manager. The General Manager shall write a letter to the owner involved describing the violation, identifying the document and rule in violation, and demanding correction. Said letter shall be sent by regular mail, or email, or may be personally delivered.
- (4) If the violation is not corrected within (14) fourteen days from the date of said letter, the Compliance Officer shall inform the Chairperson of the Rules Committee who shall schedule a hearing date.
- (5) A Notice identifying the date, time and location of such hearing shall be sent to the owner involved in the violation by regular mail, or email, or may be personally delivered. The date of the hearing shall not be less than (14) fourteen days from the date of the Notice of Hearing. The Notice of Hearing shall include a statement identifying the document or rule in violation and a statement of the specific facts establishing the violation.
- (6) The Hearing shall be conducted by the Chairperson of the Rules Committee before a panel of three (3) unit owners selected by the Rules Committee from Condo Sections other than the Section where the violation has occurred. This panel or committee of owners shall not include any members of the Glades Board of Directors or any person residing in a Director's household. The Chairperson of the Rules Committee shall introduce the written complaint form; identify the time line occurring to that point, and present evidence as necessary on behalf of the Association.
- (7) At the Hearing, the owner in violation shall have a reasonable opportunity to respond by presenting evidence, either written or oral, concerning the violation, and to review, challenge, and respond to any material considered by the panel or presented by the Chairperson on behalf of the Association.
- (8) At the Hearing, there shall be no participation from anyone in attendance except witnesses, the person sought to be fined, the panel members, and the Chairperson of the Rules Committee.
- (9) The Chairperson of the Rules Committee, after presentations by both parties, shall close the Hearing and allow the panel or committee of owners to deliberate in open forum. Said panel shall reach an agreement by majority vote as to whether a violation of the rule or applicable document has occurred and the amount of the fine, if any, or other action that is warranted. The

Chairperson of the Rules Committee shall forward the recommendation of the panel to the Board of Directors through the Board Liaison assigned to the Rules Committee, for their review and adoption of any fine or other action recommended.

- (10) The decision of the Board of Directors shall be referred to the General Manager for implementation. The amount of the fine, if any, shall be charged to the owners account if not paid.

**1200.02 Procedures for dealing with acts of conduct.**

A singular event or incident by a unit owner or his lessee/occupant or invitee, in violation of rules & regulations then enforced shall be addressed as follows:

Upon a complaint received by the CAM, a Director, the Compliance Officer or the Rules Committee, the Rules Committee shall meet to determine whether such conduct constitutes a violation of the Rules.

Upon making such determination, the Rules Committee shall direct the CAM to notify the individual by letter that their conduct as described violates the Rules. A hearing at the time and place set forth in said letter shall determine whether a rules violation has occurred.

The procedures set forth in Rule 1200.01 in paragraphs 6, 7, 8, 9 & 10 shall be followed in conducting the hearing.