



EXCLUSIVE PROPERTY
MANAGEMENT GROUP

SAN MARCO VILLAS CONDOMINIUM ASSOCIATION, INC.

The following applies to any Real Estate transaction involving the Sale, Rental or Transfer of any Condominium or Homeowners Association unit.

Application will not be processed nor accepted unless all the following ***bold italicized items are attached:****

1. ***Fully completed application (Will NOT be Accepted if not completed)***
2. ***\$100.00 Money Order or Cashier's Check (No Personal Checks) payable to Exclusive Property Management Inc. per applicant over 18 years old or \$100 per married couple (with marriage certificate)***
3. ***Police Report for each adult over the age of 18. MUST BE ORIGINAL (if you reside in another State or County, provide a Police Report from your area) If you have a police record, provide a copy of the case along with your police report.***
4. ***Three Personal Reference Letters*** per applicant over the age of 18.
5. ***Copy of Executed Lease or purchase contract (The following must be stated on the contract: Landlord and Tenant hereby acknowledge and understand that NO PETS of any kind are allowed in the premises. Furthermore, tenants certifies that at the time of the application he/she did not have a pet and that if at any time during the lease term a pet is brought or found at the premises, whether temporary or permanent, , the lease is considered terminated and tenants is subject to eviction at owner's expense.)***
6. ***Copy of License*** (for each applicant over the age of 18)
7. ***Copy of vehicle registration*** (must be valid and unexpired)
8. ***\$200.00 Impact fee (non- refundable).Money Order/Cashier check Payable to: SAN MARCO VILLAS.***
9. ***Pictures of tiles*** (Provide pictures of the outside tiles of the front and back of unit)

NOTE: If you would like to rush the application, please note that there is an additional \$200 fee, non-refundable.

ONCE THE SALE IS FINAL, IT IS IMPERATIVE THAT YOU OR YOUR CLOSING AGENT FORWARD A COPY OF THE DEED AND SETTLEMENT STATEMENT INDICATING THE DATE OF CLOSING AND NAME(S) OF THE NEW OWNERS).

Prospective Owner: In order to receive your Certificate of Approval, make sure that you have received and reviewed the By-Laws of the Association. **It is the seller's responsibility to provide you with a copy of the By-Laws and Declaration of Condominium.** If the seller does not have a copy of the By-Laws, we can provide you with a copy at a cost. The Declaration of Condominium encompasses all the Association Rules and Regulations. We highly recommend you to acquire a copy and review it. ***PLEASE BE AWARE THAT THIS PROCESS MAY TAKE UP TO 25 WORKING DAYS AND NONE OF THE FEES INCURRED ARE REFUNDABLE.*** Please be advised that some of the Board of Directors/Property Managers may require an interview with the new owner or tenant prior to issuing a Certificate of approval.

All new prospective tenants understand the following. Effective, July 1, 2010, FS section 718.116 authorizes the condominium association collect the monthly assessment directly from tenant in cases where the homeowner defaults in paying their corresponding association fee.

Print Name

Applicant Signature

Date

Exclusive Property Management Group, Inc.
175 Fontainebleau Blvd Suite D1 Miami, FL 33172
PH: 786-577-2974 | 786-577-2976
WWW.EXCLUSIVEPMG.COM



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Purchase/Lease Application Checklist

*******This portion is to be filled out by the EPMG representative only*******

Rush: Yes ___ No ___ (additional fee required)

- 1) ___ Fully completed application.
- 2) ___ \$100.00 Money Order or Cashier’s check (No Personal Checks) payable to Exclusive Property Management Inc.
- 3) ___ Police Report for each adult over the age of 18. **MUST BE ORIGINAL.**
- 4) ___ Three Personal Reference Letters per applicant over the age of 18.
- 5) ___ Copy of Executed Lease or purchase contract
- 6) ___ Copy of License (for each applicant over the age of 18)
- 7) ___ Copy of vehicle registration (must be valid and unexpired)
- 8) ___ \$200.00 Impact fee (non- refundable). Money Order/Cashier check Payable to: SAN MARCO VILLAS.
- 9) ___ Pictures of tiles (Provide pictures of the outside tiles of the front and back of unit)

!!!! If the above requirements are not met, the application will not be accepted. No Exceptions!!!!

Application and documentation received (Date): _____ By (Representative): _____

Note: Any tenant that is not approved prior to issuance of the certificate of approved. The association will begin the eviction process at the owner expense.

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Buyer/Tenant Application

Important Information:

All questions on this application must be completely filled in. Incomplete applications or blank spaces will result in delay and/or denial of approval. The release of Information authorization form must be signed and dated by each applicant appearing on the Title/Mortgage/Lease and will exclusively be utilized to obtain a release of information including your Credit Report and National Background Check.

Application for: Purchase _____ Lease _____

Date of application: _____ Move in date: _____ No of Applicants (18 or older): _____

Property Address: _____

Term of Lease from: _____ To: _____

Real Estate Agent or Owner Representative Name: _____ Phone: _____

Applicant #1:

First name: _____ Middle name: _____ last name: _____

Passport #: _____ Country of Passport _____ Expiration Date: _____

Social Security #: _____ D.O.B: _____

Driver's License #: _____ D.L State: _____

Phone number: _____ Atl.Phone: _____

E-mail: _____

Employment of Applicant #1:

Employed By: _____ Phone #: _____

Address: _____

Position: _____ How long at present job: _____ Monthly Income: _____

Have you ever been arrested or convicted of crime? Yes / No

Dates: _____ County/State: _____ Convicted in: _____ Charges: _____



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Applicant #1 Residence History:

Current Address _____

Landlord: _____ Phone _____ How long: _____

Previous Address: _____

Landlord: _____ Phone _____ How long: _____

Applicant #2:

First name: _____ Middle name: _____ Last name: _____

Passport #: _____ Country of Passport _____ Expiration Date: _____

Social Security #: _____ D.O.B: _____

Driver's License #: _____ D.L State: _____

Phone number: _____ Atl. Phone: _____

E-mail: _____

Employment of Applicant #2:

Employed By: _____ Phone #: _____

Address: _____

Position: _____ How long at present job: _____ Monthly Income: _____

Have you ever been arrested or convicted of crime? Yes / No

Dates: _____ County/State: _____

Convicted in: _____ Charges: _____

Applicant #2 Residence History:

Current Address _____

Landlord: _____ Phone _____ How long: _____

Previous Address: _____

Landlord: _____ Phone _____ How long: _____



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Applicant #3:

First name: Middle name: Last name:

Passport #: Country of Passport Expiration Date:

Social Security #: D.O.B:

Driver's License #: D.L State:

Phone number: Atl.Phone:

E-mail:

Employment of Applicant #3:

Employed By: Phone #:

Address:

Position: How long at present job: Monthly Income:

Have you ever been arrested or convicted of crime? Yes / No

Dates: County/State:

Convicted in: Charges:

Applicant #3 Residence History:

Current Address

Landlord: Phone How long:

Previous Address:

Landlord: Phone How long:

Children under the age of 18:

First name: Middle: Last: Age:

First name: Middle: Last: Age:

First name: Middle: Last: Age:



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Vehicle Information:

- 1. Make: _____ Model: _____ Year: _____ Color: _____ Tag: _____
- 2. Make: _____ Model: _____ Year: _____ Color: _____ Tag: _____
- 3. Make: _____ Model: _____ Year: _____ Color: _____ Tag: _____

Emergency Contact:

- Name: _____ Relationship: _____ Phone: _____
- Name: _____ Relationship: _____ Phone: _____
- Name: _____ Relationship: _____ Phone: _____



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TENANTS ARE NOT PERMITTED TO HAVE ANY PETS IN THE UNIT DURING THE RENTAL CONTRACT.

- I certify that I do not have any pets and will not have pets during my rental at San Marcos Villas of Miami.

- I certify that should I fail to comply with the pet policy at San Marco Villas of Miami, I will be subject to eviction by the association.

- I certify and understand all of the above and that any breach to this understanding will result in immediate Eviction of all resident in the above mention unit.

NOTE: The approval for rental is granted only to the applicants which information was received on the original application.

Applicant (Sign Name)

Print Name

Date

Applicant (Sign Name)

Print Name

Date

ACKNOWLEDGMENT

THE ASSOCIATION OF SAN MARCO VILLAS OF MIAMI ENFORCES A PARKING DECAL SYSTEM.

Unit owners and tenants are responsible to provide all documentation in order to obtain a parking decal.

- Copy of the vehicle registration and proof of insurance is needed.

According with the condominium documents no tenant will be permitted to have any pet of any kind. No commercial vehicles can be parked overnight in the community. All vehicles parked overnight must have a car deal. Failure of any parking regulation will subject the vehicle to be towed and all cost will be the responsibility of the owner.

Applicant (Sign Name)

Print Name

Date

Applicant (Sign Name)

Print Name

Date

I _____ (applicant), on _____ of _____ understand and agree with all the above conditions.



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WHITE STCIKER ACKNOWLEDGEMENT

BUILDING _____ UNIT _____

This letter acknowledges that the vehicle marked WHITE STICKER can only park in the space assigned to each unit between 11:00 PM AND 6:00 AM. Please note that if you park the vehicle in any other space, it will be towed at owner’s expense without any notice or warning. All new residents have 30 days to update their vehicle registration to the address mentioned above.

Esta carta es para reconocer que el vehículo marcado con la CALCOMANIA BLANCO solo podra estacionarse en el espacio asignado a cada unidad entre las 11:00 p.m. y las 6:00 a.m. Tenga en cuenta que si estaciona el vehículo en cualquier otro espacio será remolcado a costo del propietario, sin previo aviso ni advertencia. Todos los nuevos residentes, tienen 30 días para actualizar el registro de su vehículo a la dirección mencionada anteriormente.

_____	_____	_____
(Sign Name)	Print Name	Date
_____	_____	_____
(Sign Name)	Print Name	Date
_____	_____	_____
(Sign Name)	Print Name	Date
_____	_____	_____
(Sign Name)	Print Name	Date



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SAN MARCO VILLAS CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Adoption of and Amendment to Rules and Regulation. The Board of Directors ("Board") of SAN MARCO VILLAS OF MIAMI CONDOMINIUM ASSOCIATION INC. ("Association") may from time to time adopt administrative rules and regulations governing the details of the operation, use maintenance, management and control of the Units, the Property, Common Elements, Limited Common Elements and any other facilities or services made available to Owners ("Rules and Regulations"). Copies of the Rules and Regulations shall be posted in a conspicuous place on the Property prior to the time that they become effective and copies of same shall be furnished to each owner at least 72 hours prior to the time they become effective.

This rules and regulations are in addition to the existing rules and regulations already in place as declared in the existing bylaws of this Association

- 1) Sidewalks, doorways, vestibules, halis, stairways, common, limited common area and similar areas shall not be obstructed nor shall refuse, furniture, boxes, bicycles, tricycles, scooters, motorcycles or other items be placed therein by Owners, Tenant or its Officers, agents servants, and employees, or used for any purpose other than entering and leaving the Promises, or for going from one part of the Buildings to another part of the Building. Canvassing, soliciting and peddling in the Building are prohibited.
- 2) No machinery of any kind, other than ordinary office machines such as typewriters and personal computers, shall be operated on premises without the prior written consent of the Board of Directors, nor shall a unit owner/s use or keep or allow on the Premises or the Building any flammable, explosive fluid or substance, or any illuminating materials.
 - a) The use of **barbecue** or any other cooking device is **not allowed** on any balcony, front porch and hallways, common areas or limited common areas.
- 3) No signs, directories, posters, advertisements or notices shall be painted or affixed on or to any of the windows or doors or in corridors or other parts of the Building. The Association shall have the right to remove all unapproved signs without notice, at the expense of the unit owner/s. This is in addition to paragraph (d), (f) and (i) of the existing rules and regulations.

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- a) Storage of bicycles, motorcycles or similar recreational vehicles is not permitted in balconies, front porch, and/or hallways, around stairs or in any common area. Any items found in the common areas or limited common areas are subject to disposal by maintenance personnel without prior notice at owner's expense.
- b) Balconies and front porch are to be kept clean of trash, debris, boxes or construction materials, the maintenance personnel will dispose of this materials/trash at the unit owner/s expense. No shutters are allowed to be stored at balconies. The only storages that are permitted at the balconies/backyards are plastic ones approved by the association. See picture attached
- c) No cloth, clothing, rags or mops shall be hung open or shaken from windows, doors, balconies or terraces. Unit owners shall not throw cigars, cigarettes or any other object from balconies, doors, windows or terraces. Unit owners shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the Condominium from the balconies, doors, windows or terraces.
- d) No nails, books or screws shall be driven into or inserted in any part of the Building except as approved by maintenance personnel.
- e) No boxes, crates or other such materials shall be stored in hallways or other common areas. When unit owner/s, guest, lessees or tenants must dispose of crates, boxes or other extraordinary waste, it will be the responsibility of the unit owner/s, guest, lessees or tenants to dispose of same in the assign construction garbage bin in the rear (not in the regular garbage bin).
- f) **CLEANLINESS:** All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instruction given by the Association.
- g) **TRASH:** All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and place in the appropriate collection containers. Trash collection containers may be used only between 7:00 AM and 11:00 PM. Garbage bin doors are to



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be kept closed at all times.

- h) Each unit owner shall cooperate in keeping the premises neat and clean.
 - i) No portion of the Building shall be used for the purpose of providing lodging.
 - j) No trash, or grease, or wipes are to be disposed down the drain.
- 4) **Absolutely no consumption of alcohol, drugs and/or illegal substances are allowed in any part of the common area or limited common area.**
- 5) Children are not allowed to play in the parking areas, the public walkways or on the stairways.
- 6) No riding bicycles, skates, skateboards, mopeds, go-carts or any other recreational toys are allowed in the parking lot, hallways or common areas. This includes but is not limited to fuel/electric powered toys of any type.
- 7) Toddler's toys (5 years and younger) will NOT be allowed in the grass area or any common area at the community, this will be subject to disposal by maintenance personnel without notification.
- 8) Unit owner/s, guest, lessees or tenants shall not cause or permit any improper noises in the Building or allow any unpleasant odors to emanate from the Premises or otherwise interfere, injure or annoy in any way other tenants or persons. This is in addition to paragraph (b) and (c) of the existing rules and regulations.
- a) Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be beneath any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 PM and 8:00 AM. All other unnecessary noises, such as slamming doors between these hours should be avoided.
- 9) Pets are to be walked by their owners outside the premises and they must always be leashed. Pet owners are responsible to pick up and or clean any waste left behind



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- or produced by their pets. (See rule (m) in the original rules and regulations). Violators can be fined up to US\$100.00 per violation.
- 10) It is not allowed to feed pigeons, wild birds or any such other street undomesticated animal on or in the vicinity of the property, such violation will carry a fine of US\$100.00 per incident as applicable by law.
 - 11) No Satellite antennas will be allowed to be installed at the building without the association's previous approval and must be installed professionally and in such way to minimize harmful visual material effect, they cannot be attached to the roof or roof overhang. The unit owner is responsible for any damage cause by the installation of the antenna, regardless of the circumstances. Maintenance personnel at the expense of the unit owner/s will remove any antenna installed with no association approval or any antenna tied to the roof, roof overhang or unprofessionally installed.
 - 12) No industry, business, trade or occupation of any kind shall be conducted, maintained or permitted in any part of the complex or the unit. (See rule (h) in the original rules and regulations).
 - 13) Storm shutters are to be set in place when a Hurricane Warning advisory is declared by the National Weather Service and they must be removed by the 7 days after the storm has passed. All hurricane shutters in place after the 7 days will be subject to a US\$30.00 fine per day as applicable by law. No shutters are allowed at the balconies.
 - 14) The recreational facilities of the condominium are for the exclusive use of unit owners, their lessees, tenants and their respective family members and guests. No guest of any unit owner shall be permitted to use the recreational facilities of the Condominium unless the guest has been registered with the Board of Directors. Any damage to the buildings, to the recreational facilities or to the other common areas or equipment caused by any unit owner, lessees or by their respective family members and guest, shall be repaired at the expense of the responsible unit owner
 - 15) The Gazebo hours are from 8:00 AM to 7:00 PM, except when reserved in advanced in such case the hours will be from 8:00 AM to 10:00 PM Sunday through Thursday and



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8:00 AM to 12:00 midnight on Friday and Saturday or before a national public holiday.

- 16) When permitted the use of the Gazebo the unit owner is responsible to leave the Gazebo clean of any trash and debris, stains, etc. There will be a deposit of US\$150.00 refundable after the Gazebo is inspected and approved to be clean and not damaged. Any physical damage to the Gazebo and its surroundings will be fixed or replaced at owner's expense.
- 17) **DESTRUCTION OF PROPERTY:** Neither unit owners, their family members, lessees, tenants nor guest shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.
- 18) All rentals must be approved by the Board of Directors prior to any tenant or Lessee moving in. A security deposit equal to 1 (one) month's rent is required to move-in. This rule shall replace the previous rule (regulation).
- a) Prior to submission of a petition for rental, the unit owner must be current with maintenance assessment and any and all monies due to the association. If unit owner's account is not current, the petition for rental will not be accepted.

RENTALS/LEASE AND SALES

These rules are in addition to the laws set forth in the Declaration of Condominium Articles 5.7(b) and article 11.10.

All proposed tenants must be approved by the B.O.D. prior to the new lessees moving in. A refundable security deposit in the amount equal to one (1) month rent must be given in advance prior to the new lessees moving in. This deposit will be kept in a separate account which does not bear interest. This rule will replace all existing rule/s in place.

- 19) The unit owner/s, guest, lessees or tenants shall notify the Board of Directors in writing when heavy equipment is to be taken in or out of the Building, and the moving shall be done after written permission is obtained from the Board of Directors on such conditions as Board shall require. Any moving in or moving out of Tenant's equipment, furniture, files and/or fixtures shall be done only with prior written notice to Board of Directors. Unit owner/s shall bear all risk of loss relating to damage incurred with respect to the Property in the process of such a move and in addition, shall indemnify and hold San Marco Villas of Miami Condominium harmless as to all losses, damages, claims, causes de action cost and/or expenses relating to personal injury or property damage



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sustained by unit owner/s or any third party on account of unit owner/s moving activities.

- a) It is unit owner's responsibility to provide a copy of the condominium rules and regulations Declaration of Condominium, Article of incorporation and Bylaws to his/her new tenants.
 - b) Violation of the rules and regulations by the tenant/leases will be considered an automatic breach of contract and the tenants/leases will have to vacate the promises (THIS MUST BE INCLUDED IN THE LEASE/RENTAL CONTRACT OF AGREEMENT).
 - c) Any rental/lease without proper or prior approval is subject to a US\$100.00 fine per day as applicable by law.
- 20) An impact Fee (moving charge) of US\$200.00 will be assessed to all new owners and renters.
- 21) Unit owner's or tiller of the lessees shall do, or permit anything to be done in or about the Building or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building or on property kept therein or otherwise increase the possibility of fire or another casualty. This is in addition to paragraph (g) of the existing rules and regulations.
- 22) Unit owner/s, lessees or tenants are responsible for their guest, their guest behavior and/or any wrongdoing caused by their guest.

23) PARKING RULES

This is in addition to paragraph (u) and (v) of the existing rules and regulations.

- a) No Vehicles, Motorcycles, Bicycles, etc. are allowed to be parked or stationed in any part of the complex i.e. (hallways, balconies, front porch, stairs, etc.) except in assigned parking spaces or visitor parking space; Motorcycles are not allowed to be parked anywhere at San Marco Villas unless the association gives previous authorization. Any motorcycles improperly parked will be towed at owner risk and expense without prior warning.
- b) No vehicle belonging to a unit owner, lessee, and tenant or to a member of the family or guest, tenant or employee of a owner or a lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees and families shall obey the



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- parking regulations posted at the parking areas and drives, and any other traffic regulation promulgated in the future for safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twenty-four (24) hours, and no repair vehicles, except for emergency repairs, shall be made within the Condominium Property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicle.
- c) Each parking space which is assigned as an appurtenance to a particular unit may be used only by the unit owner or lessee of such unit, except when the unit owner has given written permission for use (copy to Association) by another unit owner, lessee or guest. No unit owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park in his vehicle in any assigned space other than the space assigned to the unit owner of the particular unit. All vehicles must be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked.
- d) It is established that San Marco Villas is a community that requires a parking decal or parking permit. The decal must be placed on the right side of the windshield of each car belonging to a unit owner, lessee, tenant or visitor, this pertains to all cars that will be parked in a guest or assigned parking space or any other parking space.
- 1) Overnight visitors will receive 1 (one) 24-hour warnings prior to being towed, at owner's expense, for not displaying a valid permanent/temporary parking decal or temporary parking permit in the windshield. They must go to the management company on the next working day to request such permit. ONLY 1 (one) warning will be posted, after this warning the vehicle will be towed at owner's expense.
 - 2) Each authorized Unit owner, tenant, resident and/or Lessee of the association shall provide a registration and the tag number of each vehicle for which they request a parking decal or a parking permit. Each parking decal or parking permit may only be displayed in the vehicle for which it was issued. Displaying a parking decal or a parking permit in a vehicle other than the one for which it was issued will be cause for the immediate towing of said vehicle, without prior notice at owner's expense.
 - 3) The cost of each parking decal or parking permit shall be set and adjusted in accordance with the rules and regulations of the association and as the association deems necessary.



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- 4) Tenants and/or Lessees who have not been previously approved by the board of directors or who do not comply with the rules and regulations of San Marco Villas, shall not have the right to obtain a parking decal or parking permit. In extreme cases, previously issued parking decals and/or parking permits may be revoked.
 - 5) San Marco villas unit only have 1 (one) assigned parking space per unit. Each unit may request up to 2 additional parking decals or parking permits as long as the unit owner is current with maintenance assessment, special assessment and all monies due to the association and the unit is not in violation of any of the rules and regulations of the association. In addition of what this article says, the association established that the first vehicle which receives the parking decal or parking permit will be the ONLY one that shall be parked between 11:00pm and 6:00am (next day) at the assigned parking space designated to each unit. This vehicle will be identified by a permit with a special color in order to make difference between the regular decals or parking permits of the vehicles parked in other parking spaces. If this vehicle designated with a different decal or parking permit (color) is seen parked in any other parking space, whichever is, during this time-frame, it will be towed at owner's expense.
 - 6) No reverse parking will be permitted at San Marco villas, with this measure the association avoids unnecessary damages to the association property and parking bumpers, and also this will help the parking surveillance process and also police inspections in case we have any.
- e) Trucks, campers, recreational vehicles, boats and trailers may not be parked on the condominium property.
 - f) No commercial vehicles allowed. (Federal, County or City official vehicles are exempt up to a maximum weight of ½ ton).
 - g) All vehicles double parked, parked improperly, parked in fire lane, common area or any place other than the assigned parking space or visitor's parking space will be towed, at the owner's expense without prior warning.
 - h) No trailers of any kind are permitted in the complex.
 - i) No vehicles with a total weight over 3/4th ton will be allowed without prior authorization from the Board of Director.
 - j) Any vehicle with an expired auto tag will be towed after 24hr notice has been issued as an opportunity for the owner to correct the violation.
 - k) Vehicles leaking oil will be towed with no warning at owner's expense and damages caused to asphalt/pavement will be owner's responsibility.