

L&C Royal Management Corporation

A Community Association Management Company

13155 SW 42ND STREET STE#103

MIAMI, FL 33175-3428

T (305) 228-7326/7 F (305) 228-7328

lcroyal@lcroyalmanagement.com

APPLICATION REQUIREMENTS

Please read the following information carefully:

1) The application must include the information of all those that will occupy / rent / purchase the property.

2) A non-refundable Application Fee of \$125.00 (1 or 2 adults), or \$150.00 (3 or more adults) is required.

*Please make Money Order or Cashier's Check payable to **Pacifica at Imperial Lake**. No other payment methods are accepted.

3) You must also include:

- a. Copy of Driver's License or Passport (per each adult).
- b. Copy of Vehicle Registration.
- c. Copy of Contract or Lease Agreement.
- d. If purchasing under a Corporation, please submit a copy of the Articles of Incorporation.
- *Application must be filled out by president(s)/owner(s) of the Corporation.*

4) Each adult must fill out a Residential Screening Request Form, as well as a Disclosure & Authorization Agreement.

5) Please print your package/required copies, and then submit to our office (either in person or by mail). Applications/documents will not be accepted by email.

6) Management will not receive any incomplete application. An application will begin its process once all requirements are submitted.

7) Turn-around time for an application is up to 15 business days. Applicants will be notified immediately of result. Please do not repeatedly contact for status and allow the process to take its course.

L&C ROYAL MANAGEMENT CORPORATION

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13155 SW 42nd Street Suite 103

Miami, Florida 33175

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E-mail: lcroyal2@lcroyalmanagement.com

NOTE: Print legibly or type. Answer all questions on pages of this application. If not complete or has blank spaces, this application may be returned or not approved.

APPLICATION FOR: _____ SALE _____ RENTAL (Check applicable one)

Community Name: _____ Unit No. _____

Address: _____

Owner Acct. No. _____ Desired date of occupancy: _____

Applicant's Name: _____ Tel #: _____

Date of Birth (MM/DD/YYYY): _____ Social Security #: _____

Marital Status: (_____) Single | (_____) Married | (_____) Divorced | (_____) Widowed

2nd Applicant's Name: _____ Tel #: _____

Date of Birth (MM/DD/YYYY): _____ Social Security #: _____

Email: _____ Number of adults who will live here (age 18 or older): _____

Names & ages of children/minors: _____

Breed, weight & color of pets: _____

Driver's License #1: _____ Driver's License #2: _____

Model: _____ Year: _____ Plate #: _____ State: _____

Model: _____ Year: _____ Plate #: _____ State: _____

RESIDENCE HISTORY

1- Present Address: _____ How Long: _____

City: _____ State: _____ Zip Code: _____

Landlord: _____ Phone #: _____

(Please specify if you are the owner)

2- Previous Address: _____ How Long: _____

City: _____ State: _____ Zip Code: _____

EMPLOYMENT REFERENCE

1- Employer: _____ Phone #: _____

Address: _____

Position: _____ How long: _____ Monthly Income: _____

2- 2nd Applicant's Employer: _____ Phone #: _____

Address: _____

Position: _____ How long: _____ Monthly Income: _____

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PERSONAL REFERENCES

1- Name: _____ Home No. _____

City: _____ State: _____ Work Phone No. _____

2- Name: _____ Home No. _____

City: _____ State: _____ Work Phone No. _____

3- Name: _____ Home No. _____

City: _____ State: _____ Work Phone No. _____

Have you ever had any legal conflict with a Landlord? _____

Have you ever had any legal conflict with a residence? _____

This application is subject to acceptance by the Owner/ Association / Landlord. The applicant understands that the Owner/ Association / Landlord will authorize L&C Royal Management Corporation to act as their agent to investigate the information supplied to the applicant on this application from L&C Royal Management Corporation. (And the owner/Association/ Landlord) will not be liable or responsible for any inaccurate information in their report, caused by Illegibility or wrong information on this information, given by the applicant. The Applicant agrees, not to hold L&C Royal Management Corporation and/or the Owner /Association/Landlord reliable for the reports received by their Investigators. All reports will be obtained under the regulations of the FCRA-FAIR Credit Reporting Act. The applicant agrees to sign the Authorization Form, needed by L&C Royal Management Corporation to receive the requested Information concerning the banking, employment, credit and residence information in reference to this application. L&C Royal Management Corporation may investigate all given references as deemed necessary and may also require a credit report through a credit reporting agency. All investigation reports will be handled confidentially and only the results will be reported to the Owner/Association/ Landlord or authorized persons. By signing this application the applicant authorizes the Owner/ Association/ Landlord and their agent L&C Royal Management Corporation, to investigate the information supplied.

Attached is the Signed Authorization Form for Release of Information. DATE: _____

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

APPLICANT

2nd APPLICANT

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AUTHORIZATION FORM

APPLICANT(S): This authorization form will be used only to obtain and verify information with your employers, banks and financial Institutions and credit organizations, which require your signature and name printed. You gave this information in connection with your purchase/rental/lease application as attached.

**AUTHORIZATION TO RELEASE INFORMATION ABOUT MY:
EMPLOYMENT, BANKING, CREDIT & RESIDENCE**

The requested information will be used in reference to my purchase/rental/lease/lease application. I hereby authorize you to release any and all information concerning =my employment, banking, credit, and residence and give this information to:

L&C ROYAL MANAGEMENT CORPORATION

I hereby authorize L&C Royal Management Corporation to investigate all statement contained in my application as may be necessary. I understand that I hereby waive any privileges I may have regarding the requested information to release it to the above named party. A copy of this form may be used in lieu of the original.

Sincerely,

Nayma L Cardona – CAM
L&C Royal Management Corporation

Applicant’s Printed Name

Applicant’s Signature

Date

2nd Applicant’s Printed Name

2nd Applicant’s Signature

Date

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RULES AND REGULATIONS RECEIPT

I'm here to confirm that I have received –and **will read**- a copy of the Rules and Regulations governing the use, responsibilities, safety, security, trash, architectural control, parking registration rules, pets, sales or lease, recreational facilities, swimming pool rules and burglar alarms of Homeowners Association. This Unit **cannot be subleased or sublet partial or total**. Approval for occupancy for the unit is hereby granted to the Declaration of the Homeowners Association with the full approval of the present Board of Directors.

I understand that failure to comply with these Rules and Regulations and governing documents will result in fines, as prescribed by the law.

Number of adults who will live here (age 18 or older): _____

Number of children/minors who will live here: _____

Number of pets: _____

Property address: _____

Applicant's Printed Name: _____

Applicant's Signature: _____

Date: _____

2nd Applicant's Printed Name: _____

2nd Applicant's Signature: _____

Date: _____

Approved By: _____
Board Member Signature Title Date

Print Name

Property Manager: _____
Signature Nayma Cardona Print Name Date

LC Royal Mgmt - Pacifica / Ref# _____

RESIDENTIAL SCREENING REQUEST

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cel#: _____

Current Employer

Company: _____ N/A _____ Tel#: _____ N/A _____

Supervisor: _____ N/A _____ Salary: _____ N/A _____

Employed From: N/A To: N/A Title: _____ N/A _____

Current Landlord

Company: _____ N/A _____ Tel#: _____ N/A _____

Landlord: _____ N/A _____ Rent: _____ N/A _____

Rented From: _____ N/A _____ To: _____ N/A _____

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

DISCLOSURE AND AUTHORIZATION AGREEMENT
REGARDING CONSUMER REPORTS

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Print Name

Signature

Date

- For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

PACIFICA AT IMPERIAL LAKE HOMEOWNERS' ASSOCIATION, INC.

HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS

1. INTRODUCTION

- a. **PURPOSE:** The purpose of these Rules and Regulations is to acquaint residents and prospective residents of Pacifica at Imperial Lake Homeowners' Association, Inc. ("Pacifica") with an overview of the community and to communicate the rules and regulations promulgated in an effort to provide for the safety, health, wealth, and enjoyment of all members of the Association.
- b. **DUTIES OF PACIFICA:** As a homeowner of a Pacifica unit, you are charged with a duty to become familiar with these regulations and to refer them from time to time as questions or situations arise.
- c. **QUESTIONS AND COMMENTS** regarding these rules should be directed to the management company or to the Board of Directors of Pacifica at Imperial Lake Homeowners' Association.

2. GOVERNANCE

- a. **BOARD OF DIRECTORS:** The overall responsibility for governing Pacifica rests with its members of the Board of Directors. The Board of Directors is responsible for upholding and enforcing the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions (C,C, & R's), By-Laws, Rules and Regulations of the Association as adopted from time to time.
- b. **RULES AND REGULATIONS:** As per Article VII Section I of the By-Laws dated July 14, 1987, "The Board of Directors shall have power to: (a) adopt and publish Rules and Regulations governing the use of the Common Area, facilities, and the personal conduct of the members and their Guests thereon and to establish penalties for the infraction thereof". These Rules and Regulations must be observed by all Members of Pacifica at Imperial Lake Homeowners' Association in order to maintain the residential integrity of the Community.
- c. **BUDGET:** The Board of Directors develops and oversees the annual budget. Residents pay a quarterly maintenance fee for which may be increased a maximum of 5% annually by the Board of Directors. Increases greater than 5% must be approved by the homeowners.

3. PURCHASE AND SALE OF YOUR UNIT-PROCEDURES

When a homeowner prepares to sell their home, the following procedures must be followed to protect your interests as well as those of the new homeowner. A request to obtain the estoppel letter and violation report should be made immediately upon the contract becoming binding between all parties.

- a. ESTOPPEL LETTER: An accounting estoppel letter, which will outline the status of the homeowners' account to the buyer.
- b. PROPERTY VIOLATION REPORT will place both seller and purchaser on notice of any pending violation(s) of the Rules and Regulations and/or documents of Pacifica at Imperial Lake Homeowners' Association, Inc.
- c. Obtain a COMMUNITY DOCUMENT PACKAGE, including a copy of the Rules and Regulations.
- d. CLOSING: Delivery of a copy of signed Warranty Deed must be made to the Management Company.

4. SECURITY:

- a. Security is a major concern of all homeowners. The private security firm provides a 24-hour security guard at Pacifica.
- b. Residents can help in the overall security effort by reporting any observed lawless act(s) directly to Metro-Dade Police and then to our security staff. Residents should also:
 - i. Report any suspicious or disturbing behavior to the security staff or property manager.
 - ii. Note and report license plate numbers of any suspicious automobiles speeding or improperly driving within the perimeter of Pacifica.
 - iii. Report vandalism whenever and wherever it is observed.

NOTE: A Complaint and observation form is available from our management company.

- iv. Keep doors and window locked and secured at all time.
- v. Leave front porch and backyard lights on during evening hours.
- vi. Ensure that their homes are secure, newspapers and mail are collected, and radios are turned on and off periodically when they are on vacation or away from their property.
- vii. Get to know their neighbors.
- viii. Keep the telephone numbers of the local police, Fire department and Pacifica security next to your telephones.
- ix. Children are not allowed to play on street, which should always be cleared for motorists.
- x. Homeowners are responsible for children and for their behavior while on Pacifica common areas.

- xi. Loitering is prohibited within the Community and will be strictly enforced and subject to fines.
- xii. Residents are responsible for and WILL be held accountable for the behavior of their guests.
- xiii. For security reasons, garage, moving, or any other types of sales are not allowed in the Pacifica area.
- xiv. Private school buses are not allowed to honk their horns more than once. Violation of this will result in the bus not being allowed in the Pacifica area.

5. COMMON AREAS

- a. **TRASH REMOVAL:** Garbage pickup is scheduled for Tuesdays and Fridays. All garbage should be placed in properly contained containers. Garbage is not to be placed out for pickup prior to 7:00 p.m. of the night before. The emptied garbage cans are to be brought in by the evening of the pickup day.
 - i. **TRASH PILES:** Very few communities allow trash piles, for any reason, at any time. Quite simply, it lowers the property values of the entire neighborhood. Often, what starts as a small trash pile is quickly added to by helpful neighbors and soon becomes a mountain. In the meantime, the landscaping underneath dies. Also, the trash pile is an obstacle to pedestrians and/or vehicles. In the dry months, it can be a real fire hazard.
 - ii. If you have trash you want removed, here are the proper ways to dispose of it:
 - (1) Take it to the nearby dump at S.W. 19th Street and 117th Avenue next to FIU.
 - (2) Hire someone with a pickup truck to take it to the dump for you.
 - (3) Have vendor(s) remove it while replacing rugs, roof, fence, or trimming trees. Make disposal of all wastes a part of your contract for services with the vendors. Any reputable vendor does this as a part of routine service.
 - iii. Do not leave any trash or yard waste outside of your property while you wait for Dade County (usually 10 days to two weeks) to pick it up. Even if you can produce a ticket number showing that you have indeed called for a pickup, you cannot leave refuse outside, even temporarily. Substantial fines will be imposed for the violation of this rule.
- b. **BOATS, TRUCKS, CAMPERS, AND TRAILERS** are prohibited. Unregistered or disabled cars and/or parts that are parked or stored within the common area may be removed or towed away by the Association at the owner's expense.
- c. **FENCES** are for the security and privacy of the community. Any variation outside of existing Pacifica fences, including paint color, must be submitted to the Architectural Control

Committee for approval. Breaking, loosening, or climbing the fence to access the streets will be considered an act of vandalism and will be fined accordingly. Laundry or any kind of article should not be hung from or exposed on the exterior of fences or property.

- d. SIGNS: No sign of any kind shall be displayed to public view on any property, except one commercially designed post sign of dimensions not exceeding 12 inches squared for the sole purpose of advertising the property for sale or rent.
- e. NUISANCES AND DISTURBANCES: Homeowners and occupants must consider each homeowner's rights to peace and quiet enjoyment at any and all times. Homeowners shall exercise extreme care about making noise or in the use of musical instruments, radios, televisions, amplifiers, and use of vehicle without a muffler or which makes noise exceeding that which is normal for such vehicle.
- f. LOITERING is strictly forbidden and subject to fines.
- g. BASKETBALL HOOPS, BACKBOARDS, AND POSTS, permanent or portables, are banned from Pacifica and are subject to fines.
- h. SPORTS ACTIVITIES, BALL PLAYING, NETS, ETC.: No sports may be played on the streets. Such activities may create noise to nearby homeowners, be a safety hazard to the players, or obstruct the traffic flow. Children are not to play on the streets, which should always be cleared for traffic.
- i. AUTOMOTIVE REPAIRS AND MAINTENANCE: Maintenance and repairs are prohibited in the Pacifica community. No abandoned vehicle or vehicle in obvious state of disrepair is permitted in Pacifica. (See Automotive Repairs & Maintenance).
- j. PETS: Dogs, cats, birds and other household pets shall not be kept, bred, or used for any commercial purpose and shall not be permitted to cause a nuisance or an unreasonable disturbance. Excessive barking is also subject to fines. Loose dogs are not permitted. When walking dogs, they should be on a leash and a pooper scooper should always be used.
- k. PARKING on the street or areas not designated for parking, including green areas, is prohibited. Guest parking spaces are reserved strictly for guests and may not be used for Pacifica homeowners. No inoperative motor vehicle or parts thereof may be parked or stored within the Pacifica community.
- l. PROPERTY MAINTENANCE: It is the obligation of each homeowner to properly maintain the exterior appearance of their property. This includes neat lawns and slabs, which are to be maintained clean and free of debris and materials that would provide a home to rats and other unwanted vermin. Any and all alterations, change of paint, fences to the exterior of the property, including front and back, must be submitted to the Architectural Committee for approval and a building permit must be obtained from Metro-Dade prior to commencing work.
- m. GO-CARTS, RACE CARS, DIRT BIKES, MOTORBIKES, AND WHEELED SAND BIKES: All Terrain Vehicles (ATV's) or any other unlicensed motor vehicle operation is not permitted in Pacifica and is subject to fines.

- n. RENTAL POLICY: Pacifica is strictly a residential community. Partition of the property for rental is a violation of the law and is not permitted at Pacifica. Nevertheless, if you are going to sell or rent your house, your prospective buyer or tenant must first provide the Board of Directors with an Application for Approval and must be interviewed and approved by the Board of Directors.
- o. COMMON AREAS AND EASEMENT:
 - i. COMMON AREAS are insured and maintained by the Association at the expense of all homeowners. In order to maintain the assessments low, all homeowners must cooperate by not littering, defacing, or vandalizing areas and by reporting all violations to Security and to the management. Homeowners are held responsible for the adherence of their children, guests, and other family members to the Rules and Regulations.
 - ii. EASEMENTS: All easements bordering the properties are for the use of homeowners and must be kept clear of any fence, structure, and must be otherwise available and accessible to all utility service providers, law enforcement and rescue personnel, or any other authorized entity having access to these easements, including maintenance personnel operation under the authority of the Board of Directors. Before you dig or plant in any area within the Pacifica community, please contact the Management Company and/or utility provider to determine the location of any cables or other conduits. Homeowners will be held responsible for the costs of any repairs required as a result of damage caused by digging.
- p. HURRICANE PREPARATION: Upon notification and/or the publishing of a hurricane warning via the public media, all homeowners must immediately remove all patio furniture, potted plants, or any other item which may become a projectile during high winds. All garbage, garbage cans, and debris should be immediately removed or brought inside.
- q. SPEED LIMITS: A speed limit of 15 miles per hour (MPH) must be observed by all vehicles. Residents are held responsible for having their guests adhere to the rule governing speed limits as well as any other Rules and Regulation of Pacifica at Imperial Lake.
- r. PEDESTRIANS: Any pedestrian behavior that is obstructive to vehicular traffic is prohibited.
- s. BICYCLING AND SKATING are discouraged and are undertaken at your own risk in light of the heavy traffic and narrow streets. Pacifica will not be responsible for any injury or fatality resulting from these activities.
- t. ADVERTISING AND SOLICITING: Soliciting and distribution of unsolicited advertising is strictly prohibited within the grounds of Pacifica.

6. PARKING AND TOWING POLICY

- a. OVERVIEW: The Board of Directors of Pacifica at Imperial Lake Homeowners' Association ("Board") has authority by virtue of its Declaration of Covenants, Conditions

and Restrictions, and its By-Laws to make rules, enforce such rules, and assess fines for violation of said rules, and in the event said fines are not paid by the affected homeowner, such fines will become the personal obligation of the homeowner. Now therefore, the following Rules and Regulations pertaining to parking and vehicle related issues, are, after proper notice and hearing, adopted.

- b. Ownership of each unit in Pacifica entitles an owner with the right of ingress and egress in and upon approved parking areas. Approved vehicles are conventional passenger vehicles that are maintained in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emissions, or appearance.
- c. Pacifica assumes no responsibility for damage to vehicles or theft of or from vehicles in, around, or on Pacifica property.
- d. The Board reserves the power and the right, after proper notice and process, to establish and enforce compliance with additional Rules and Regulations.
- e. NOISE: Noisy vehicles are not permitted on the premises. Normal conventional vehicle noise levels are the determinative factor. Any vehicle with a noise level above that of a normal conventional vehicle is not permitted on the premises of Pacifica.
- f. AUTOMOTIVE REPAIRS AND MAINTENANCE: Maintenance and repairs (i.e. tune ups, oil changes, brake jobs, etc.) are prohibited in the common areas within the community. Residents wishing to make repairs on vehicles themselves shall find an alternative site outside Pacifica for these purposes. Minor emergency repairs to restore immediate road-worthiness are permitted.
 - i. No vehicle shall be left on a jack(s), even momentarily, when there is not a responsible adult present.
 - ii. Removal of more than two tires at any one time is forbidden.
 - iii. No vehicle may be left in an obvious state of disrepair overnight.
- g. APPEARANCE AND MAINTENANCE: All vehicles will be maintained in such a manner that the vehicle is worth the amount described in recognized automotive publications for "Average" vehicles.
- h. COMMERCIAL VEHICLES, TRUCKS, TRAILERS AND BOATS: In order to maintain the high standards of Pacifica, no trucks or commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the common areas in Pacifica except during periods of approved construction. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick-ups, delivery, and other commercial services. This prohibition and rule extends to all jitneys, vehicles for hire, passenger buses, construction and heavy equipment, etc. Vehicles parked or stored in violation of this rule are subject to being towed at the vehicle owner's expense.

- i. VISITOR PARKING: Each unit is assigned parking spaces. The Visitor spaces are not intended for and should not be used as an additional parking space for any unit.
- j. Unit residents' cars parked in a Visitor space are subject to being towed at the vehicle owner's expense. If a vehicle is to be towed for violation of this rule, moving the vehicle to another Visitor space will not negate this rule and violation.
- k. GREEN-BELT AREAS: Parking of any vehicle on the green-belt area, even momentarily is prohibited. Vehicles parked in violation of this rule are subject to towing at the vehicle owner's expense.
- l. OPERATING LICENSES: No vehicles of any type shall be operated within Pacifica unless operated by someone with a current and proper operator's license recognized by the State of Florida.
- m. INOPERATIVE VEHICLES are not permitted to be parked or stored on the common areas within Pacifica. An inoperative vehicle is defined as one that cannot legally operate on the public roads of the State of Florida because it lacks a valid auto tag or is unable to operate due to a safety violation such as tires, brakes, steering, or other safety deficiency or citation. Vehicles parked or stored in violation of this rule are subject to towing at the vehicle owner's expense.
- n. OWNERS/RESIDENTS ARE RESPONSIBLE FOR THEIR GUESTS AND SHOULD INFORM THEIR GUESTS OF THE RULES AND REGULATIONS OF PACIFICA.

7. FINES

In addition to the means of enforcement provided elsewhere herein, the Board of Directors shall have the authority to enforce by legal means the provisions of the Declaration of Covenants, Conditions, and Restrictions, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association and to assess fines for violations thereof against an Owner or an Owner's tenants, guests or invitees, or both, in the manner provided herein:

- (a) The Board of Directors may levy reasonable fines against any Owner or any tenant, guest or invitee, not to exceed \$100.00 for the first violation, and, in the event of continuing non-compliance for the same violation, not to exceed \$100.00 per day for each day the violation continues, provided that no such fine in the aggregate shall exceed \$1000.00.
- (b) A fine or suspension may not be imposed without a notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three (3) Owners appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, the fine or suspension may not be imposed. The provisions of this subsection do not apply to the imposition of suspension or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due. Fines shall be paid not later than thirty (30) days after notice of the imposition of the penalties. Nothing contained herein shall be construed to interfere with any right that an Owner may have to obtain from a

violator occupying his Unit payment in the amount of any fines levied against that Unit. These fines shall not be construed to be exclusive and shall exist in addition to all of the rights and remedies to which the Association may be otherwise legally entitled; however, a penalty paid by the offending Owner, tenant, guest, or invitee, or both, shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.