

Florida Tower Condominium Assn.  
Rules & Regulations



*revised*

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## Preface

The Florida Tower has 64 Units. Because this is a joint venture, we as owners of an individual unit have combined interest in what happens as far as the condominium as a whole is concerned.

It is important, therefore, to have a set of Rules and Regulations.

The inside of your apartment is your private home in the same sense as if it were a single dwelling. You own it and are responsible for maintaining it. In addition to owning your own apartment, you are co-owner of the Florida Tower structure and facilities.

The supplementary Rules & Regulations were adopted on June 15, 1998, and revised and updated in February, 2010.

The facilities of the Florida Tower are for the use and enjoyment of the owners.

These regulations have been established and adopted to maintain high standards, pleasant living conditions, and for the common welfare and best interest of all Florida Tower owners and guests.

Compliance is essential to the successful operation of the Florida Tower Condominium.

## Balconies

- 1.1. The exterior of the condominium and all others areas appurtenant to the condominium shall not be painted decorated or modified by any owner in any manner.
- 1.2. Balcony floors may be painted a neutral color or covered with light colored tile or marble.
- 1.3. The exterior of all window decorations (draperies, shades, etc.) must be a neutral color. No reflective material of any kind (like aluminum foil etc.) will be permitted on the windows or glass doors.
- 1.4. Balconies are to be kept clean and in good appearance at all times. No articles of clothing, towels, beach apparel, cleaning material, rocks, etc., may be placed on balconies or railings where they may be visible. No furniture, which extends higher than the rails on the balconies, shall be placed there.
- 1.5. There should be nothing on balcony railings including plants or any other objects.
- 1.6. Nothing should be hanging from the balcony ceiling other than the regular light fixture.
- 1.7. Nothing may be thrown, poured, or shaken from the balconies or windows. Cigarettes and matches are particularly dangerous and must not be tossed over railings. Nor shall any unit owner sweep or wash any dirt, debris or water from their balconies unto the common areas or limited common area.
- 1.8. No cooking is permitted on the balconies. No fires or cooking devices of any kind are permitted on balconies.
- 1.9. No signs (excluding security signs) advertisements or notices shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the condominium property. No awnings, canopy, shutters or other projections shall be attached to the outside walls, doors, balconies, windows or other portions of the building or common areas, unless approved by the Board. No exterior antennas except those preempted by government law.
- 1.10. Unit owners may display one portable, removable United States flag in a respectful way.
- 1.11. Owners shall remove all loose or movable objects from balconies during a hurricane alert or whenever their unit is to remain vacant for an extended period. Owners shall be responsible for any damage to the property of the Association or to the property of other owners, which is caused by loose objects falling from their balconies.
- 1.12. No resident, family or guest shall make any disturbing noises on any balcony.
- 1.13. No pets may be kept on the balconies when the owners are not in the unit.
- 1.14. Sweeping debris off the balconies or hosing balconies are prohibited. Waterproof containers shall be placed under all flowerpots located on balconies .

## Building Interior — Hallways

- 2.1. Exterior surfaces of doors opening into hallway may not be altered without permission of the Association, nor shall individual owners alter hallways or place furniture or other objects in the hallways except with the permission of the Association. No door decorations are permitted. No door mats are to be placed in corridors.
- 2.2. The halls, entrances, lobby, elevators and stairways may not be obstructed with anything at all. Bicycles, surfboards, beach umbrellas and chairs are not permitted in the hallway, stairways, or electrical closets.
- 2.3. No flammable combustible or explosive fluids or chemicals shall be kept in any unit or common areas.
- 2.4. Unit owners shall have installed underneath hard surface floor coverings an accepted and approved

material so that the floors will be adequately soundproofed except for the entrance area, the bathrooms and balcony, otherwise, floor covering could be ordered removed at owner's expense. Approval by the Association is required, must show proof of permit, license and insurance.

- 2.5. Work done in a unit, whether done by the resident or by a contractor which can include but is not limited to: carpet work, tiling, heavy carpentry, etc ~~should~~ must be done between the hours of 9:00 am and 5:00 PM, Monday-Friday, and 10:00 AM - 4:00 PM on Saturdays.
- 2.6. A Miami Beach building permit must be obtained for any reconstruction or remodeling. Copy of permits shall be given to management.
- 2.7. All major renovations with required plans must be presented to the Board of Directors for approval. Any damages done to the structure during renovations or alterations will be the liability of the unit owner.
- 2.8. No water beds are allowed.
- 2.9. Smoke detectors may not be altered or compromised.
- 2.10. Smoking is not allowed in hallways, elevators or enclosed common areas.

## Children

3. 1. Children are not to play in public halls, stairways, lobby or interfere with the operation of the elevators. Reasonable supervision must be exercised when children are playing on the grounds and pool area. Loud noises will not be tolerated.
3. 2. Children will be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the condominium property. Full compliance with these rules and regulations shall be required.

## Elevators And Fire Alarms

- 4.1. The Management Company will provide elevator padding for moving furniture. Notice of 24 hours of move-in or move-out must be given to Management Company.
- 4.2. Moving time is restricted to the hours of 9:00 AM to 5:00 PM Mondays through Fridays. No moving will be permitted on Saturday, Sunday or holidays. Same rule shall apply for delivery and contractor use.
- 4.3. If the fire alarm sounds and it is a genuine alarm, leave your apartment and walk down the stairway. **DO NOT USE THE ELEVATORS.** The emergency stairway doors at the halls are marked with EXIT signs.
- 4.4. For moving in or moving out, a non-refundable fee of \$100.00 made payable to Florida Tower Association is to be given to the Management Company to reserve the use of the left elevator (service elevator) 72 hours prior to moving date. Any damage caused to elevator or property during the move process in excess of the \$100.00 will be charged to the owner.
- 4.5. Use of the elevator for moving in or moving out should be completed by 5:00 PM .
- 4.4. If while you are a passenger in the elevator and it malfunctions, open the door of the elevator phone, push the button and the help desk will talk to you for assistance. Also you can press the alarm button of the elevator.

## Fire Safety Procedures

### 5.1 Fire Rescue Emergency -Dial 911

1. In Case of Fire: Get your family out of fire and smoke area.
2. Call Fire Department.
3. Call Security desk to report location of fire.
4. Sound building alarm. Pull down red fire alarm located on hall wall.
5. Use fire stairs.
6. DO NOT USE ELEVATORS.
7. If fire is small, fight the fire. Fire extinguishers are located on the walls. Feel all doors before opening. If door is hot or smoke is seeping through, DO NOT OPEN. If door feels cool, open cautiously.

### 5.2 Know Your Building

1. Use fire exits and keep them clear.
2. Check your fire exits. Know where they are.
3. Keep EXIT doors closed at all times.
4. If trapped (if fire in hallway blocks your access to exits), close your door and seal off cracks around door and vents.
5. If ever caught in smoke, keep low; take short breaths (through nose) until you reach safety. If alarm sounds and you have no fire, get, out of the building THROUGH FIRE EXITS.

## Garbage

- 6.1. All food waste must be placed in plastic bags or wrapped in plastic and securely tied before placing in trash chute provided on each floor. Proper disposal will help avoid odors, poor sanitation, and attraction of rodents, bugs or vermin.
- 6.2. To avoid clogging chute, do not force anything through chute door. Boxes need to be folded, strapped and neatly placed by trash chutes for pickup.
- 6.3. Loose contents of wastebaskets, ashtrays and packing materials must be bagged and securely tied before placing in the chute. No lighted cigarettes or cigars shall be thrown down the chute.
- 6.4. Bottles, cans and jars must be rinsed before placing in the recyclable basket Newspapers must be neatly bundled before placing in the recyclable basket.
- 6.5. Any movers or delivery men are to be instructed by the owner to take all boxes and packing materials with them when they leave the premises. These materials are not to be placed in the trash room or hallways.
- 6.6. **Owners are responsible for removal of all excess materials and debris such as from alterations or improvement of any apartment. The acquisition of appropriate waste containers for bulk material generated by any such alteration or improvement is to be the responsibility of the unit owner, arranged in accordance with local regulations and the management.**



## General

7. 1. Solicitation: There shall be no solicitation anywhere on the premises for any cause, charity, religious or any purpose whatsoever. No commercial or business activity shall be conducted in any unit or on the condominium property. No solicitors of a commercial nature are to be allowed on the condominium property without the proper written consent of the Association. No posting of solicitation is permitted on property.
7. 2. Units will be used only as residences and may not be used for business or commercial purposes.
7. 3. Occupancy of a unit is restricted to a single family and it should not be over 5 persons, and 7 persons for penthouse units.
7. 4. Owners will be responsible for all water damage resulting from the misuse of plumbing, washers, or their failure to make needed repairs.
7. 5. Owners and lessees will be responsible for any damage to the condominium property caused by them, their guests or by others performing service on their behalf
7. 6. No one shall be permitted in common areas (recreation room, lobby) wearing a wet bathing suit or when suntan oils and cream are used.
7. 7. Each unit owner must carry homeowners condominium property and liability insurance, in compliance with law, which currently includes requirements to add the Association as an additional insured and have assessment coverage of at least \$2000
7. 8. Filters in units' air conditioners must be cleaned at least every 2 months to optimize cooling and prevent condenser pan overflow, which can cause damage.
7. 9. Any damage to another owner's unit or the condominium property caused by any owner's air conditioner unit, water heater, appliances, shower, toilet, bath or anything else within that owner's unit shall be the responsibility of such owner causing the damage. Reimbursement shall be made to the extent that the damage exceeds the amount if any, recovered under the owner's insurance policy, and shall not be the responsibility of the Association.
7. 10. There is to be no storage of any hazardous or combustible materials in storage rooms. No storage of any item is permitted in the stairwells. This is a fire evacuation hazard.

## Guests

8. 1. Owners shall notify the Manager/Management Company when guests have their permission to use their unit in their absence.
8. 2. Guests will be given a copy of the rules and regulations. Owners are responsible for the conduct of their guests within the condominium property and shall familiarize their guests with these rules and regulations.
8. 3. Guests are not allowed to invite other guests to stay overnight or to use facilities such as pool, gym, etc. The maximum persons per unit should not exceed 5 (and 7 in penthouses); this is either for owners or guests.

## Gym

9. 1. The gym will be used at the owner's own risk. The Association will in no way be responsible for any accidents occurring by the use of the gym.
9. 2. The gym room should be locked at all times.
9. 3. No one under 16 years of age is allowed to use the gym equipment.
9. 4. Food or drinks (except water) are not permitted in the gym room at any time.

## Hurricane Shutters

10. 1. Association approval shall be required before any shutters are installed.
10. 2. Unit owners are responsible to ensure that proper license, insurance and permits are obtained before installation.
10. 3. Roll down or accordion shutters are permitted, and the colors allowed are white or off white.

## Moving And Delivery Hours And Regulations

11. 1. Owners and tenants must make arrangements for moving or deliveries with Management Company at least 24 hours in advance so that proper arrangements can be made.
11. 2. Any vehicle used for delivery or moving may not arrive earlier than 9:00 a.m., or later than 2:00 p.m., and must be completed before 5:00 p.m. The service elevator will be reserved for the movers. If move is not completed by 5:00 p.m., the deposit will be forfeited and movers must leave premises.  
  
Moving days are Monday through Friday. No moving in or out shall be permitted on holidays or weekends.
11. 3. A refundable move-in move-out fee of \$200.00 will be charged to all persons seeking to do same as either owners or renters. This fee will also be used as reservation for the service elevator.
11. 4. Moving in or out of the building should be accomplished in a professional and orderly manner and only the protected service elevator must be used.
11. 5. Movers must remove from the condominium property all boxes, crates or packing material. Items not removed by movers will be the responsibility of the person moving in or out.
11. 6. A rental security deposit of \$2000.00 will be required of all renters seeking to rent a unit. The cost for repair of any damage to the common areas by the lessee, their children, guests or pets will be deducted from this deposit. This deposit will be in a separate non interest bearing account and will be refunded within thirty days of moving out. ]

## Notices

12. 1. A bulletin board has been placed in the mail room area. Notices for meetings and news concerning the Building or the Association will be placed there, and/or on our web site.

## Noise

- 13.1. Unreasonable noises that will create a disturbance to other residents are prohibited.
- 13.2. Any work requiring the use of tools such as drills, hammers, etc, ~~should~~ must be limited to the hours of 9-5 Monday-Friday and 10-4 on Saturdays.
- 13.3. All occupants shall exercise extreme care at all times about making noise, specifically in the use of musical instruments, radios, televisions amplifiers, etc., that may disturb other occupants. Reasonable volume of all sounds and voices shall be enforced between the hours of 11 :00 PM and 8:00 AM.
- 13.4. Children must be carefully supervised while they are on condominium property. Playing and loud noises will not be tolerated in the hallways, lobby, stairwells, elevators, and other common areas.

## Parking

- 14.1. Parking space may not be used for any other purpose than the parking of private vehicles.
14. 2. No commercial vehicles, such as pick-up trucks, vans or cars carrying advertising signs, trailers, recreation vehicles, nor vans of more than 10 passengers may be parked on the premises.
14. 3. No vehicle that cannot operate on its own power shall remain within the condominium property for more than 24 hours and no repair of vehicles shall be made within the condominium property. No maintenance, service or repairs shall be performed except in an emergency.
14. 4. Vehicles must be parked within the painted lines assigned to your unit number (your assigned parking number should be painted on the bumper) and pulled up close to the bumpers. No parking is permitted within the driving lanes nor in such manner as to impede access to another space. Vehicle should never be parked on a space that is assigned to another unit number.
14. 5. Vehicles may not exceed 5 mph speed within the condominium property.
14. 6. No boat, boat trailer, camper or like vehicle shall be left or stored on condominium property.
14. 7. Any infraction of parking rules should be reported to the security guard. If such violation continues after notice, appropriate action will be taken, such as towing or imposition of fines.
14. 8. Trucks for Service Company or deliveries are allowed to park in spaces designated by the security guard.
14. 9. Staining floors with grease or oil leakage from cars should be corrected as soon as possible.
- 14.10 Parking on property is at your own risk. The Association is not responsible for damage, theft or vandalism of any vehicle.
14. 11. Bicycles and motorcycles shall be parked in the space designated for them and not anywhere else in the garage. This shall begin when the garage is securely enclosed.
14. 12. No unit owner, tenant or guest may park in the loading zones or fire lanes.

## Payments To The Association

15. 1. Monthly maintenance payments, special assessment payments and other payments due to the Association are due on the first day of each month or as otherwise directed by the Board of Directors.
15. 2. Payments received after the 10th day of the month shall be assessed a late fee of \$25.00. A demand letter will be sent after the 15th of the month.

15. 3. Accounts more than 60 days past due shall be turned over to the Association's attorney for collection:
  - A. After the 15th of the month, a demand letter shall be sent in duplicate, one to the Florida Tower unit and the other to the foreign address if applicable.
  - B. After 30 days, a second letter will be sent.
  - C. At 60 days past due a lien will be filed and notice sent by Association counsel.
15. 4. It is a unit owner's responsibility to provide payments to the Association of all fee and charges incurred by or on behalf of the owner's unit. Failure of an owner's agent to make timely or complete payments to the Association shall not be grounds for waiver of charges which the agent's action may cause.
15. 5. All legal fees and costs associated with collections of Association fees or payments shall be the responsibility of the unit owner.

## Pets

16. 1. No pets over 20 pounds at maturity (seeing eye dogs are excluded from this weight limitation) are permitted in the condominium units, and only one pet per household is allowed except for small birds and fish housed in a cage or aquarium within the unit.
16. 2. Pets must be carried and/or leashed (leash should not be longer than 6 feet) at all times when outside the unit and attended by an adult; this includes elevators, common areas and parking garage.
16. 3. Pets are not allowed to be kept on balconies if owners are not in the unit.
16. 4. Pets are not allowed in any common area of the Florida Tower property.
16. 5. Violations shall entitle the Association to all their rights and remedies including the right to fine the unit owner and or to require any pet to be permanently removed from the condominium property within 3 days of written notice.
16. 6. Each unit pet owner shall assume full responsibilities and liabilities for personal injuries or property damage caused by their pet.
16. 7. All pets must be walked off property to do their business. Should a pet create a mess on property, the owner must clean up such mess immediately.
16. 8. All pet feces must be double wrapped when placed in the trash chutes or bin. This is to prevent the possibility of the bag tearing.
16. 9. Pets must be registered with the Association. Owners must provide the management with a photograph of their pet. Written approval from the Board of Directors is required prior to ownership of any exotic pets., and any such acquisitions shall be in accordance with local regulation.

## Recreation Room, Party Rules And Procedures

17. 1. The recreation room will be made available for the use of its residents and invited guests on a first come first served basis. The maximum capacity is 40 persons.
17. 2. Reservations must be arranged through the Management Company. The person giving the party is responsible to obtain their own liability insurance. The Association will in no way be responsible for any accidents occurring during the party or to any damages to any individuals attending such party.

17. 3. A refundable deposit of \$200.00 shall be paid prior to set up of the party. The room will be checked by security before and at the end of the party. The deposit will be returned in two working days if no damage has occurred. A non-refundable clean-up fee of \$25 is required at the time the room is reserved.
17. 4. When using the recreation room for purposes other than a scheduled gathering, the key should be obtained from the security guard at which time the room will be checked and you should leave a pictured ID and a \$25 deposit. The guard will return both after inspecting the room and verifying no damage has occurred.
17. 5. If the cost of damages exceeds the funds held in deposit, the unit owner responsible may be required to pay for repairs or replacement of broken items. If necessary, in the interest of common good, the Association reserves the right to suspend use of the facility by individuals whose actions have been deemed abusive or destructive
17. 6. When using the recreation room, the unit owner or renter will be responsible for cleaning up and leaving the room in the same clean and orderly manner that it was found.
17. 7. Persons who are not 18 years of age or older shall not be permitted to use the recreation facilities unless under the supervision of an adult unit owner or lawful occupant over the age of 18. Unit owners shall be responsible for all actions of children visiting or occupying their unit at all times while in or about the condominium property.

## Sales And Leasing

18. 1. The Manager and Board members will screen potential renters, which may include background and credit checks. A non-refundable fee of \$125 made payable to Florida Tower Condo Association to conduct a background check is required before any process can get started on the leasing of a unit.
18. 2. No unit owner may rent a unit more than twice during any 12 month period, and no rental shall be for less than a 6 month term. The Association has the right to approve or disapprove all rentals.
18. 3. A copy of the owner's lease agreement, Application for Lease Approval, and Application for Occupancy Approval must be submitted to the Board at least 14 days prior to the anticipated commencement date of the lease.
- 18.5 A rental security deposit of \$2000.00 will be required of all renters seeking to rent a unit. The cost for repair of any damage to the common areas by the lessee, their children, guests or pets will be deducted from this deposit. This deposit will be in a separate non interest bearing account and will be refunded within thirty days of tenant's moving out, as approved by F.T.C.A. In the event of a determination of damage.
18. 6. An interview with prospective renters or buyers by at least one owner and one Board member will be conducted in order to help with orientation, because the Declaration of Condominiums requires that the Association must approve all sales and leases.
18. 7. All owners who intend to sell or lease their units, shall give the notice to management of such intention, together with name and address of the intended buyer or lessee and a copy of the contract of sale or lease together with the application for approval and such other information necessary for the personal interview.
18. 8. Simultaneously with the submission by the owner of an application for sale or lease of his unit, the owner shall also submit a written acknowledgment signed by the prospective purchaser or lessee that they have received copies of all the rules and regulations of the condominium.

18. 9. All rules apply to owners, renters, guests and visitors.
18. 10. The Association has 15 days in which to act on a sale or lease transaction after receipt of all properly completed forms.
18. 11. The lessee may not assign a lease, nor the premises or any part thereof be sublet. Renewals of existing leases shall require a separate approval of the screening committee to get updated information
18. 12. Without a signed, sealed and notarized certificate of approval from the condominium, the buyer or lessee will not be permitted to move in.
18. 13. After a unit has been rented, the unit owner shall not have the right to use any of the condominium facilities or common areas or elements during the period of the lease.
18. 14. Former renters or unit owners who cause any damage at the property or violate any of the provisions of the condominium documents will not be approved for new occupancy.
- 18.15 Persons who are neither owners nor lessees may not occupy a unit in the absence of the unit owner for more than 2 weeks, and unless the Association receives a written authorization a week in advance from owner. This does not apply to immediate members of owner's family (husband, wife, children, parents , siblings and grandchildren).
18. 16. When a unit is leased, a tenant shall have all the rights to use the property facilities and common elements, and the owners of the leased unit shall not have such rights, except as a guest. The Association has adopted rules to prohibit dual usage by a unit owner and a tenant of Association property and common elements.
18. 17. An owner, his lessee or guest shall be joint and severally liable for the cost of repair or replacement damages of any kind, including court costs, reasonable attorney's fees, etc.

## Security

- 19.1. All exterior doors should remain locked at all times.
- 19 2. Maximum security requires the continued cooperation of all residents. Residents should immediately notify the security guard of any suspicious person or incident. Residents should refrain from distracting the security personnel from their assigned duties and should neither instruct nor criticize them. Any criticism or instruction shall be directed to the Management. No person other than a Board Member shall direct, supervise or in any manner attempt to assert any control over security or other employees of the Association.
19. 3. Visitors will not be admitted, unless the owner or tenant allows it. No one is to be admitted to the building unless identified by the security person as a unit owner, renter or approved visitor.
19. 4. Security guard is required to challenge any stranger entering the building. To avoid confusion and annoyance, notify security in advance of expected visitors and guests and also notify security when service personnel are to work in your apartment.

## Servants

- 20.1. Servants and domestic help of the unit owners may not gather or lounge in or about the common areas.

## Swimming Pool

- 21.1. All persons using the pool and Jacuzzi do so at their own risk.
21. 2. The pool and Jacuzzi may be used from 5:00 a.m. to 11 :00 p.m.
21. 3. All persons are required to shower at pool side before entering pool.
21. 4. Children under 12 years of age must be accompanied and supervised by a responsible adult. No one under 12 years of age shall be permitted in the Jacuzzi. Children who are not toilet trained or in diapers are not permitted to use pool.
21. 5. Persons using the beach area shall remove tar and sand from their feet before entering building or pool area.
21. 6. Users of suntan oils or other lotions are required to protect patio furniture by covering it with a beach towel.
21. 7. Beverage or food is not to be consumed within 6 feet of pool. No glassware is permitted in the pool area.
21. 8. Bathers must be dry before entering the building.
21. 9. Except for life preservers, no toys or objects of any kind including flippers may be taken into the pool.
21. 10. Running and diving is prohibited.
21. 11. Under no circumstances are pets permitted in or about the pool deck or area.
21. 12. No one with a communicable skin disease or skin disorder or bandaged wound may enter the pool.
21. 13. No loud radios, roller blading skateboards or games involving running or shouting are permitted in pool area.
21. 14. Use ashtrays; do not use planters for ashtrays, or the floor to dispose of your cigarettes or cigars. Do not toss cigarettes or cigars over the railings.
- 21.15 Chaise Lounges shall not be reserved.
21. 16. Disorderly conduct of any kind in the pool or in the pool area is prohibited and is grounds for ejection.

## Violations, Complaints, Suggestions And Fines

22. 1. Violations of rules shall be reported to the Management Company, preferably in writing. If they are not available, the chain of command will follow: President, Vice President, Secretary, Treasurer, or Director; in the event of their absence, then report it to Security,
22. 2. The Management Company will call violations to the attention of the violating owner.
22. 3. The Board of Directors under the Declaration of Condominium has the authority to enforce these rules and regulations and to take action against violators.
22. 4. It is intended that these rules and regulations will be periodically reviewed as deemed appropriate. Members are invited to submit in writing to the Board of Directors their suggestions for rule changes so that the Board may consider them periodically.
22. 5. Any and all violations of these rules and regulations may be submitted to the Association attorneys for consideration and the Board of Directors shall, as it may determine, take such action after the legal



consultation. Such violations do not require attorney intervention, the Board of Directors and the Rules Enforcement committee DO have the authority to levy, and enforce fines in accordance with Chapter 719 Florida Statutes.

22. 6. Each violation shall be subjected to a fine of up to \$100.00 on the basis of each day of continuing violation with a single notice and opportunity for hearing and such fine shall in the aggregate not to exceed \$1,000.00.
22. 7. All damages assessed to any owner shall be payable in 30 days from date of assessment and shall accrue interest at the applicable rate per month until such time as it is paid.
22. 8. Members shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles, to or from the building.