

**Sea Air Towers, A Condominium**  
**REVISED RULES AND REGULATIONS**  
**as of May 16, 2018**  
**with changes June 27, 2018**

TABLE OF CONTENTS

- 1 GENERAL
  - 1.1 AUTHORITY
  - 1.2 OWNER/MEMBER RESPONSIBILITY
  - 1.3 AUTHORITY OF SECURITY AND SAFETY PERSONNEL
  - 1.4 REPORTING RESPONSIBILITY
  - 1.5 EMERGENGIES
  - 1.6 SMOKING
  - 1.7 CHILDREN
  - 1.8 QUIET POSSESSION
  - 1.9 DAMAGE
  - 1.10 DRESS CODE**
- 2 SEA AIR TOWERS HOURS
- 3 SECURITY AND SAFETY
  - 3.1 ACCESS TO PROPERTY
  - 3.2 FAMILY ACCESS
  - 3.3 GUEST ACCESS
  - 3.4 CAREGIVIER**
- 4 COMMON AND LIMITED COMMON AREAS/ELEMENTS
  - 4.1 GENERAL
  - 4.2 BALCONIES/TERRACES
  - 4.3 VALET, GARAGE, PARKING LOT AND PARKING AREAS
  - 4.4 SERVICE ELEVATOR**
- 5 RECREATION AREA
  - 5.1 DESCRIPTION
  - 5.2 PROHIBITED IN SEA AIR TOWERS RECREATION AREA
  - 5.3 POOL
  - 5.4 FITNESS CENTER
  - 5.5 STEAM ROOM
  - 5.6 SOCIAL ROOMS
  - 5.7 BLUE/BOARD ROOM

- 6 PETS
- 7 KEYS
- 8 UNIT MODIFICATION
- 9 MOVE IN/OUT AND DELIVERIES
- 10 ASSOCIATION
- 11 BOARD OF DIRECTORS
- 12 BOARD MEETING
- 13 GRIEVANCE COMMITTEE
  - 13.1 ENFORCEMENT
- 14 UNIT SALE, LEASE OR TRANSFER OF OWNERSHIP
  - 14.1 SALE
  - 14.2 LONG-TERM LEASE
  - 14.3 SHORT-TERM LEASE
- 15 REALTORS
- 16 WHILE YOU ARE OUT
- 17 HURRICANE SEASON
- 18. INSPECTION OF OFFICIAL RECORDS
- 19. REASONABLE ACCOMMODATION REQUESTS

## 1 GENERAL

### 1.1 AUTHORITY

- a. In accordance with the provisions of the Declaration of Condominium Establishing Sea Air Towers, a Condominium (the "Declaration"), the Articles of Incorporation and By-Laws of Sea Air Towers Condominium Association, Inc., the Association, through its Board of Directors (the "Board"), has the power to make, establish and enforce reasonable Rules and Regulations governing the Condominium and the use of Units.
- b. These Revised Rules and Regulations may be modified, added to or repealed from time to time by the Board of Directors.
- c. The Board has authorized management and personnel assigned to security and safety duties to execute the procedures described in the Rules and Regulations at the direction of management. Additionally, the Board has authorized the pool attendant to enforce Florida State pool rules as well as those contained within these rules and regulations.

### 1.2 OWNER/MEMBER RESPONSIBILITY

- a. Every Unit Owner, Tenant, Occupant and/or Guest shall not use or permit the use of his/her Unit except for purposes consistent with the laws of government authorities having jurisdiction over the property. Additionally, Unit Owners, Tenants, Occupants and/or Guests shall not permit or suffer anything to be done or kept in their Unit which would increase the insurance rates on the Unit or the Common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise. Unit Owners, Tenants, Occupants and/or Guests shall not be permitted to commit or permit any nuisance, immoral or illegal acts in their Unit or on the Common Elements. No trade, business profession or other type of commercial activity may be conducted in or from any condominium unit or by a member utilizing the common areas, this includes, but is not limited to rentals for periods of less than 30 days which would classify Sea Air Towers Condominium as a hotel.
- b. This is residential property and decorum is expected. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association. Under no circumstances shall any Unit Owner, resident or guest use profanity, shout at, ridicule, harass or verbally or physically abuse any employee, officer, director, agent or other member of the Association.
- c. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners, their Occupants, Tenants and Guests. All Sea Air Towers Unit Owners are responsible for compliance with the Rules and Regulations by all persons invited to Sea Air Towers as the Unit Owner's guest, tenant, visitor, agent or contractor.
- d. Unit owners shall not allow anything whatsoever to fall from the windows, balconies/terraces or doors of the premises; nor shall they sweep or throw from premises any dirt or other substance into any of the corridors, halls or balconies/terraces, elevators, ventilators or elsewhere in the building or upon the grounds.
- e. Unit owners are required to maintain in a clean and sanitary manner and repair their Unit and all interior surfaces within or surrounding their Unit, including, but not limited to, the walls, ceilings and floors, whether or not part of the Unit or Common Elements which are part of the Unit, and maintain and repair the

fixtures of the Unit and pay for any utilities that are separately metered to their Unit. All Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to minimize humidity in the Unit. Unit Owners shall be responsible for maintaining the interior of their unit at all times in a manner which would prevent the development of mold, mildew, or similar toxic growth. In the event that mold, or mildew or other health-impairing microbial growths occur in the unit, the owner and/or occupant is to immediately notify the Association and take immediate action to remove the growths, and to properly sterilize the unit. The costs of repair and/or remediation of mold, mildew or other growth which causes damage to those portions of the unit which are maintained by the Association, the Common Elements, or to any other Unit, will be borne by the owner of the unit from which the mold or mildew originated, unless the owner can establish that the damage was caused by the negligent failure of the Association to maintain the Common Elements. In such case, repairs to the common elements shall be made by the Association, and the cost will be assessed against the unit from which the mold or mildew originated.

- f. Unit owners are also required to inspect all of their appliances, and all related hoses and connections, on a regular basis in order to ensure that these are all in proper working order, to prevent any leaks or incidents which could cause damage to the condominium property. The Association may also inspect related equipment at such reasonable times as the Board determines appropriate, and the Association has the irrevocable right to access units or limited common elements for this purpose, following reasonable notice, and may require owners to undertake maintenance deemed to be appropriate as a preventative measure. Entrance without prior consent of notice to an individual unit will be in case of an emergency or situation causing damage to any property in the condominium.
- g. Any unit owner causing damage to any property in the condominium by reason of the installation, operation, maintenance, or failure or breakage of any item, appliance, lines, or equipment located in his/her unit (including fixtures), regardless of whether the item or equipment is shown to have caused the damage as a result of the owner's failure to properly operate and/or maintain the item or equipment, or failure to comply with the requirements of the Sea Air Towers governing documents, shall be strictly liable to the owner of any other unit damaged, and to the Association as to the common elements or any unit components for which the Association is responsible, for all damages caused, without regard to the negligence or fault of the owner from whose unit the cause of the damage originated.

### 1.3 AUTHORITY OF SECURITY AND SAFETY PERSONNEL

- a. The Board has authorized management and security personnel to ask any person on Sea Air Towers property, at any time, to identify themselves by name and unit.
- b. Management, security personnel or pool attendant is authorized to communicate to any person on Sea Air Towers property, the essence of any rule, or regulation applicable to the circumstances causing the interaction.

#### 1.4.1 REPORTING RESPONSIBILITY

- a. The Board has delegated to management and security personnel, the duty and authority to inquire and document facts and circumstances surrounding any violations, or potential violations, of the Rules and Regulations by any person(s) on Sea Air Towers property.

## 1.5 EMERGENCIES

- a. Activities and circumstances that may pose a threat to any life, or cause bodily injury, or threatens the safety and/or security of Sea Air Towers property may be subject to immediate discretionary action by management, security personnel by contacting the appropriate emergency personnel.

## 1.6 SMOKING

- a. Smoking is not permitted within the interior spaces of the buildings, or enclosed common areas including the garage.
- b. Smoking is permitted in open areas that have not been described above, and within the confines of the units and appurtenant balcony/terrace. It is the responsibility of all owners and/or their guest to dispose of cigarette butts properly. The Board may require the installation of negative air systems to facilitate the evacuation of the smell of smoke emanating from any unit.

## 1.7 CHILDREN

- a. Children 12 years of age and under must be accompanied by and supervised by an adult at all times while on Sea Air Towers Property.

## 1.8 QUIET POSSESSION

- a. No individual or group of individuals is permitted to infringe on the individual right to Quiet Possession of their individual unit. Noise or disruption of any kind that causes a breach of the peace or infringes upon the individual right to quiet possession is prohibited.
- b. No Unit Owner shall make or permit any disturbing noises in the building by himself/herself, his/her family, servants, employees, agents, guests, visitors, vendors, contractors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his/her Unit in such a manner as to disturb or annoy other occupants of the condominium. All parties shall lower the volume as to the foregoing after 11:00 p.m. until 8:00 a.m. of each day.

## 1.9 DAMAGE

- a. Sea Air Towers owners are responsible for all their invitees, guests, vendors and contractors. Any damage to Sea Air Towers property by any person(s) or pet(s) under their control will become the financial responsibility of the owner.

## 1.10 DRESS CODE

- a. Appropriate footwear, cover-ups and shirts are required to be worn in all interior spaces of Sea Air Towers at all times.
- b. Wet beach or swimming attire can cause damage to interior common areas and present safety concerns. Owners and their guests are prohibited from traveling through any of the interior spaces at Sea Air Towers in wet clothing or carrying wet items.

- c. Those returning from outside activities such as pool, beach, bicycling must use the service elevator.

## 2 SEA AIR TOWERS HOURS

Management Office: M-F (excluding holidays) 9:00 AM to 5:00 PM

Security: 24/7

Valet: 24/7

Social Rooms: 7:00 AM – 11:00 PM

Fitness Center: 7:00 AM – 11:00 PM

Pool: 7:00 AM – 11:00 PM

Contractor Hours: M-F (excluding holidays) 9:00 AM to 5:00 PM

Deliveries/Moving: M-F (excluding holidays) 9:00 AM to 5:00 PM

## 3 SECURITY AND SAFETY

### 3.1 ACCESS TO THE PROPERTY

- a. The main point of access to Sea Air Towers is the main entrance located on the front of the building. Any family, servants, employees, agents, guests, visitors, care giver, vendors, contractors and licensees seeking access to the building must enter through the main entrance and provide proper identification and the unit number they are seeking. Security will check any list provided by management for prior approval of access and will call to notify unit owner or resident of any person seeking to access their unit.
- b. Any person registered and approved for residency seeking access to the property may enter or exit the property by either the front, service or beach entrance of the property. Doors are to be closed immediately upon entry or exit. Entry through any door is achieved only by biometric or other approved device. Persons entering or leaving shall not allow anyone else to enter the property while doors are open for the own access.
- c. The owner or resident is responsible for any electronic approved device provided to them and is not permitted to give said device to anyone at any time.
- d. Any person seeking entry without biometric or other approved device are required to enter the property at the main entrance. Security personnel shall not allow entrance of any person through the service entrance or any other entrance that is not the main entrance.
- e. Beach entrance requires biometrics or other approved device. Anyone having difficulty entering from beach must identify themselves by name and unit number to Security for access. Persons entering or leaving the beach shall not allow anyone else to enter the property while doors are open for their own access.

### 3.2 FAMILY ACCESS

a. Owner may authorize *immediate* family members to access unit by submitting a *Family Access Form* ~~the following documents~~ to the Management Office.

- ~~Family Access Form~~
- ~~Copy of Family Member's Driver's License or Picture ID~~

*Immediate Family Members are the following:*

- *Spouse/Partner*
- *Mother/Father - Mother-In-Law/Father-In-Law*
- *Son(s)/Daughter(s) – Son(s)-In-Laws/Daughter(s)-In-Law*
- *Sister(s)/Brother(s) – Sister(s)-In-Laws/Brother(s)-In-Law*
- *Step Children*
- *Adopted Children*
- *Grandchildren*

b. If an owner is not residing in the building family members *not considered Immediate Family* given access to their unit will be considered short-term and must comply with short-term rental rules to gain access.

c. Owner declares that this person is not a Tenant ~~or~~ Guest, *or other than immediate family and friends*. Any false information will result in a fine of \$100.00.

### 3.3 GUEST ACCESS

a. Guest(s) are only allowed on premises with owner or tenant. No guest(s) may stay in any unit without owner. No guest(s) will be entered into Biometric System or provided any other approved device.

### 3.4 Caregivers

a. *Owner must register in writing caregivers of children under the age of 12 or adult requiring assistance. Said caregivers will be granted access based on owners request.*

## 4 COMMON AND LIMITED COMMON ELEMENTS

a. Proper attire is required, including swim suits cover ups, shirts and shoes, when walking through common areas at all times. Swim suits, pajamas, slippers and robes are not considered to be proper attire.

### 4.1 GENERAL

a. The sidewalk entrances/exits, passages, elevators, vestibules, stairways, corridors, hallways, storage areas and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, strollers, pet carriers, bicycles, carts, chairs, umbrellas, tents, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in hallways, stairways, elevators or other common areas. For security purposes, all doors leading from the building to the outside or from the garages into the elevator lobbies or stairways or the condominium building shall be closed at all times and shall not be propped open.

- b. Exterior unit doors must not be propped or otherwise left open.
- c. The personal property of all unit owners shall be stored within their units or in assigned storage areas.
- d. No garbage or recycling cans, supplies, milk bottles, water bottles or other articles shall be placed in the hallways, on the balconies/terraces, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the common elements. Emergency and fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris and other unsightly material.
- e. A unit owner or occupant shall not cause anything to be affixed to or attached to, hung, displayed or placed on the exterior walls, doors, balconies/terraces, balcony railings, ceilings or windows of the building. Residents may, however, display tasteful seasonal door wreaths and/or decor on their unit door.
- f. Rugs, mats, etc. may not be placed outside the unit doors.
- g. No owner shall sweep or throw any dirt or other substance of the balconies or into any of the corridors, halls, elevators, ventilators, or elsewhere in the building or upon the grounds.
- h. Refuse and bagged garbage shall be deposited only in the area provided within the trash room. In this regard, all refuse must be bagged in sealed garbage bags. Boxes must be broken down and placed neatly in the trash room. Large boxes must be broken down and taken down to the dumpster. Recycled material must be free from foods they contain to avoid pest and odors.
- i. Individual unit water closets and other water apparatus and plumbing facilities shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the condominium unit or elsewhere shall be paid for by the unit owner in whose unit it shall have been caused or by the unit owner whose family, guest, invitee, servant, lessee or other person who is on the condominium property pursuant to the request of the unit owner shall have caused such damage.
- j. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the exterior condominium unit or condominium property (including bulletin boards and motor vehicles) by any unit owner or occupant without written permission of the Association or as otherwise provided in the Declaration.
- k. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the Board. The exterior appearance of all window coverings shall be white in color.
- l. No hazardous, flammable, combustible or explosive chemicals or substances shall be kept in any unit, common or limited common element or storage area, except such as are required for normal household use. No fireworks of any kind are allowed on the property.
- m. No bicycles, scooters, baby carriages/strollers, pet carriers, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways, common elements or limited common elements. No bicycles, scooters, similar vehicles, toys or other personal articles shall be driven in or from any condominium unit.



- n. No solicitors are to be permitted on the property at any time except by individual appointment with residents.
- o. Unit owners are responsible for any damages to the common elements or limited common elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the condominium property because of such unit owner.
- p. Food and beverages may not be consumed outside of a unit, except in such areas as are designated by the Board.

#### 4.2 BALCONIES/TERRACES

- a. All balconies must be kept neat and orderly, and each unit owner is responsible for the maintenance, upkeep, cleanliness and appearance of his balcony. Patio type furniture and plants are permitted on balconies, and live plants must either be in leak-proof containers or be placed on waterproof saucers.
- b. No linens, beach towels, clothing or cleaning supplies can be left on, shaken from or hung from individual balcony. No unit owner or occupant shall permit anything to fall from a balcony, window or door of the condominium property or sweep any dirt or substance onto any other unit below.
- c. The exterior of the condominium units and all other exterior areas appurtenant to a unit, including, but not limited to, balcony/terrace walls, railings, ceilings or doors, shall not be painted, decorated or modified by a unit owner in any manner without the prior consent of the Board.
- d. Nothing, including, but not limited to, radio or television aerials or antennas signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any unit or balcony/terrace or exposed on or projected out of any window, door or balcony/terrace of any unit without the prior written consent of the Board. No one shall alter the outside appearance of any window of any unit without the prior written consent of the Board. Curtains must have a white backing; no color may emit and affect the exterior appearance. The consent of the Board to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board.
- e. No gas or charcoal grills or open flame cooking appliances are permitted on balconies/terraces; electric versions of these are allowed.

#### 4.3 VALET, GARAGE, PARKING LOT AND PARKING AREAS

- a. Unit Owners with an assigned covered parking space are responsible for the following:
  - Must park within lines to not infringe on neighboring parking space. This includes double wide parking spaces.
  - Only automobiles or motorcycles are permitted in parking spaces. No storage bins, bicycles, etc. permitted.
  - All vehicles are in operable condition and without flat tires. All vehicles are properly maintained, and are free of oil, transmission, or other fluid leaks. No crashed or damaged vehicles are allowed on site at any time.
  - Owners must immediately notify management by way of an incident report of any roof or wall leak in their individual parking space. Management will evaluate leak and immediately make

necessary repair or inform owner that repair requires longer time and provide owner with temporary valet while repair is being taken care of. The Association will not be liable for any damage caused by any leak to vehicle or owner property that has not previously reported or owner has refused to use temporary valet service.

- Association would appreciate notification from any owner of any observed leak regardless of whether it is in their parking space or not.
- b. To enter the parking garage, you must **Velcro** your Bar Code Card on the upper right-hand side of the windshield or dash of your car for the sensor to read it properly and avoid accidents. If you do not have an assigned space in the parking garage, you are entitled to the following benefits:
- ONE car valet parked in the lot across the street free of charge
  - SECOND car must be self-parked by you
  - THIRD car- we do not have enough parking spaces to allow a third car, arrangements must be made with the office and/or valet.
- c. **Self-parking is not permitted in the front of the building.**
- d. To self-park your car; you must use the lot across the street, provided you are an authorized user of that facility. All cars self-parked in the lot must be authorized and show a parking permit on the windshield at all times.
- e. FOB's are issued according to policy and procedure administered by management that is described elsewhere. There will be a fee for any lost FOB. All FOBs must be returned upon the expiration of the registration, and approval for occupancy. Management is required to deactivate any FOB that is not returned upon expiration registration and approval for occupancy.
- f. Management and valet personnel have been authorized to implement an administrative process to achieve the vehicle registration requirement.
- g. All owner, resident and rental vehicles must be registered, regardless of area of parking. Registration will include tag number, vehicle description, unit owner's name and unit number. Valet personnel will place an identifier on the vehicle front window. It is the owner's responsibility to place identifier in vehicle while parked at Sea Air Towers and if not done and car is towed it will be at owner's expense.
- h. Valet personnel will issue a temporary pass for renter's vehicles to be displayed on the dash of the vehicle, provided entry has been approved by the unit owner or their representative and management. Any invalid temporary pass may be confiscated at any time for any reason and entry to parking will be denied. (This will be further covered in the Rental Section of these Rules and Regulations)
- i. The valet attendant is authorized to park, free of charge, only the first car of residents without garage space, and for a fee, the cars of guests and visitors. Any additional services provided by the Valet personnel, such as delivery of groceries and other packages are not included in the parking fee.
- j. Valet carts are to be used by valet personnel only.
- k. **An owner forfeits his/her parking rights to the resident when his/her unit is rented. Cars that have been self-parked in the front or sides of the building or in the parking lot without the proper parking permit will be towed at the car owner's expense.**

- l. To reduce the cost of valet parking for your guests, visitors, and hired help, the Valet Company, offers a book of 10 coupons at a discounted rate of \$20.00.
- m. No parking is permitted on the entry ramp unless directed to do so by Sea Air Towers staff or security. The front of the building is reserved for dropping off and picking up of residents only, and parking time is limited to three (3) minutes.
- n. No unit owner, visitor or guest is permitted to sit in his/her car in front or side of building for longer than five (5) minutes. If longer waiting time is required owner, visitor or guest **must** give car to valet or self-park across the street whichever is applicable for said car.
- o. Parking on side wall in front of building is for Valet use only. Valet will park a vehicle that will be dropping or retrieving something or someone for the maximum of 30 minutes at no charge. After 30 minutes the vehicle will be valeted across the street and the unit owner or guest or visitor will be subjected to valet fee.
- p. All vehicles must be operational, in good condition, and have a current tag and registration. Any vehicle not meeting these conditions or in any way illegally parked will be towed at the discretion of the Board and management and at the car owner's expense.
- q. A speed limit of 5 mph must be observed on the condominium property at all times.
- r. Motorcycles, scooters and other similar approved motorized vehicles must be parked in the designated area.
- s. Bicycles must be stored in the designated storage rooms or in personal storage areas only. The bicycle room will be inventoried periodically, all unidentified bicycles will be removed. An email to all owners and residents will be sent to claim the bicycle. If no claim is made within 30 days the bicycle will be donated to a local charity.
- t. No vehicles may be repaired or washed on the Condominium property. Exception will be if Association approves outside vendor to provide car washing service in designated area parking lot across the street.
- u. No commercial vehicles, campers, mobile homes, recreational vehicles, boats or trailers (including personal water crafts) shall be kept on the Condominium property. "Commercial vehicles" shall mean those not designed or used for customary personal/family purposes, as well as those in excess of certain size limitations. In general vehicles shall have no more than 4 wheels, 2 axles and be no longer than 17 ½ feet in length. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle, but any such lettering will result in vehicles being considered a commercial vehicle. This shall not prohibit the parking of otherwise prohibited vehicles in the course of providing services to the condominium property, residents, or the Association. No mooring is allowed at the seawall of the parking lot.
- v. Contractors doing work for individual owners shall self-park in parking lot across the street. Valet will provide them with temporary FOB upon them surrendering their driver's license to access parking lot. Contractor will return FOB upon parking and retrieve their driver's license. It is the owner's responsibility to notify the management office prior to the arrival of the date their contractor will be working in their unit in order for management to notify valet and security that is an authorized contractor to enter premises. (This will be further covered in the Modification Section of these Rules and Regulations)

#### 4.4 SERVICE ELEVATOR

- a. Service elevator must be used when entering building with grocery carts, luggage or coolers.
- b. Service elevator must be used when returning or going to or from pool/beach.
- c. Services elevator must be used when entering or leaving with pets.

### 5 RECREATION AREA

#### 5.1 DESCRIPTION

- a. For the purpose of the Rules and Regulations presented here, Sea Air Towers Recreation Area includes the pool deck, pool, steam room, fitness center and social rooms.

#### 5.2 PROHIBITED AT SEA AIR TOWERS RECREATION AREA

- a. The following items and activities are prohibited in the Sea Air Towers recreation area:

- Pets
- Glass of any kind
- Female topless sunbathing

#### 5.3 POOL

- a. Sea Air Towers pool is subject to inspections and regulations by the Health Department. As such many of the following regulations are prescribed by that authority for the safe operation and are posted on the signage at the pool area as a friendly reminder.
- b. Please note: **THERE IS NO LIFEGUARD ON DUTY.** Residents and their Guests use the pool and steam room at their own risk.
- c. Pool Rules are posted next to the pool. The recreation area attendant and security personnel have the right and obligation to enforce those rules.
- d. Children under the age of 12 **must** be accompanied by a responsible adult at all times.
- e. Diapers are strictly forbidden in the pool. Children who are not potty trained must wear Little Swimmer Diapers.
- f. Costs of cleaning the pool in case of a fecal accident will be passed on to the unit owner. A \$500.00 per incident fee will be charged.
- g. No pets are allowed in pool area and city does not allow pets at the beach.
- h. Owners must accompany their guest(s) at all times. Only two guests per unit are allowed in the pool area.

- i. No parties are permitted on the pool deck or other common element without prior written approval by the Board.
- j. Everyone must shower before entering the pool.
- k. Persons with open cuts, sores or contagious rashes should not enter the pool or spa.
- l. No diving, running, rough-housing or ball playing at any time in the pool or within the pool area.
- m. No activities are permitted which would unreasonably disturb the peaceful enjoyment of the pool area by other persons.
- n. No surfboards, rafts or inflatable devices of any kind are permitted in the pool.
- o. Pool furniture must be placed at least 5 feet away from the pool. Pool furniture must not be removed from the pool deck. No exception.
- p. No drinking glasses, glass bottles or glass of any kind are permitted in the pool area. Should broken glass fall inside the pool, state regulations require the pool to be emptied and all glass removed. The estimated cost of remediation from a broken glass event is \$6,500. Cost will be passed on to the unit owner.
- q. No food or beverages shall be consumed 12 feet or less around the pool.
- r. When in beach attire, all chairs and lounges must be covered with a towel before use.
- s. For your safety, cushions and umbrellas are to be handled by pool attendant. The cushions and umbrellas will be picked up in the case of a wind event or at the end of day no later than 4:30 pm by the pool attendant.
- t. The pool shall open at 7:00 a.m. and remain open until 11:00 p.m., 7 days per week unless otherwise noticed by management.

#### 5.4 FITNESS CENTER

- a. The Fitness Center is available for Sea Air Towers residents' use at their own risk following certain guidelines regulating safe use of the equipment.
- b. Children under the age of 12 are not allowed in the Fitness Center. Children between the ages of 13 and 16 **must** be accompanied by a responsible adult at all times.
- c. Machines with weights: **Do not "drop" machine weights.** This causes unnecessary wear and tear on the equipment. To avoid floor damage, free weights must not be dropped from any distance onto the fitness center floor.
- d. Both gentlemen and ladies must wear tops and appropriate footwear designed for use in the fitness center (no flip-flops or sandals). No wet bathing suits or clothing are allowed.
- e. Sanitary conditions must be maintained at all times by wiping down equipment after use. Sanitizing wipes are provided for this purpose.

- f. Headphones must be used with personal sound producing equipment. TV/stereo equipment available in the fitness center must be operated at a reasonable audio level and prioritization of TV is to be based on whoever arrives at the facility first and begins usage.
- g. No person using the facility should unreasonably disturb any other person in the Fitness Center.
- h. No supplies from the Fitness Center or bathrooms should be removed from these areas for personal use.

## 5.5 STEAM ROOM

- a. The steam rooms are available for Sea Air Towers residents' use at their own risk following certain guidelines regulating safe use of the equipment.
- b. Usage of the steam room should be limited to a combined maximum of 10 minutes.
- c. It is essential to monitor your physical condition during usage, and if you experience symptoms of overexposure (lightheadedness, dizziness, increased heart rate, nausea or extreme fatigue, etc.) leave immediately and sit until your body temperature returns to normal.
- d. Individuals at high risk (pregnant women, those who take prescription medicines, use alcohol, have high blood pressure diabetes or heart disease) should not use the steam room unless authorized by a physician.
- e. All persons using these facilities must sit on a towel while in the steam room and must not unreasonably disturb others using the facilities.

## 5.6 SOCIAL ROOMS

- a. All Social Rooms with the exception of the Blue/Board Room are on a first come first served basis. If you will be using these rooms with more than two (2) guests, you must notify management or security. Notification does not mean that the room will be reserved or that no other owner will enter and share use.

## 5.7 BLUE/BOARD ROOM

- a. Owner must reserve and submit an Agreement for Use Form and Rental Fee must be submitted 1 month prior to event. At this time tables and chairs, if need, must also be requested.
- b. Security Deposit check (\$1,000.00) and Rental Fee check (\$250.00) made out to Sea Air Towers must be received by Management Office two weeks prior to event. Confirmation of number of people to determine need of extra security and valet and payment of checks covering fees for extra must be paid to Management Office.
- c. Extra Security Guard is required for events of 50 or more guests. Fee for this is \$72.00 for first 4 hours (minimum) and \$18.00 for each additional hour.
- d. Extra Valet is required for events of 50 or more guests. Fee for this is \$72.00 for first 4 hours (minimum) and \$18.00 for each additional hour.

- e. Guest will be charged \$4.00 for valet parking regardless of the number of guest. Unit owners may purchase coupon stickers at \$2.00 each prior to event to bring down the valet fee to \$2.00 per vehicle.
- f. 48 hours in advance owner must provide list of guests to the Management Office. There will be a \$100.00 Penalty imposed if list is not submitted in advance.
- g. Rules during use of the Blue/Board Room:
  - Owner or approved Long-Term Tenant must be present at all times.
  - Hours are 10:00am to 12:00 midnight.
  - No décor can be removed without prior written consent of the Management Office.
  - Candles are prohibited.
  - Do not touch or move piano (you will be held financially liable for any damage to the piano).
  - Cooking is prohibited.
  - Guests or other invitees must be confined to the Blue/Board room and use of lobby bathroom.
  - Guest s or other invitees are not permitted to lounge in lobby or pool area.
  - No loud music or other noise after 11:00 pm until 8:00 am.
  - All doors must remain closed during event.
- h. After event and on same day/evening:
  - All food and beverages must be removed.
  - All tables must be cleaned of all trash, center pieces, etc.
  - All garbage must be bagged and deposited in trash cans.
- i. The security deposit will be refunded subject to inspection for damages and/or excessive untidiness. To receive full deposit room must be left in the same condition as received.

## 6 PETS/SERVICE ANIMALS

- a. Pets are important and beloved members of many families, and Sea Air Towers does allow the keeping of certain pets. A vital element of sanctioning pet ownership is to ensure that one homeowner's right to keep a pet does not infringe on another homeowner's right to quite possession of his home. These standards also serve to protect and preserve the condominium property.
- b. Condominium building or grounds. The term “pets” shall be limited to dogs, cats, birds and tropical fish. All other animals are expressly forbidden unless otherwise allowed by the Association. The total weight of all pets belonging to a unit owner shall not exceed twenty-five (25) pounds. No more than three (3) pets are allowed per unit, tropical fish excluded. Pets shall not be allowed on the balcony of a Unit unless the Unit owner is present.
- c. There are no pet walk areas on the condominium property.
- d. Pet restrictions apply to all pets brought onto Condominium Property, whether permanent or transient.
- e. Information regarding all pets must be included in the unit owner’s file. *Only owners are permitted to have pets. No renter whether short of long term is permitted to have a pet, service animal not included.*

- f. **Pets are to be carried or in a stroller through the hallways and other common areas.**
- g. Residents transporting pets are required to use the service elevator with the exception of when the service door is closed after 11:00 pm.
- h. Pets **not including Service Animals** are not permitted in the lobby, social rooms or on the pool deck. Pets are to be **leashed** at all times including while being taken in stroller or held in the hall or elevator. *Service animals are as follows:*
- *American with Disability Act – The ADA defines a service dog as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability.*
  - *Florida Statutes (FS 413.08) states that a service animal is an animal that is trained to perform tasks for an individual with a disability.*
  - *Fair Housing Act (FHA) reads that Therapy and emotional dogs are allowed in housing, but not permitted in public places as are service dogs. Companion animals are not individually trained to perform any specific kind of task... As a result, companion animals are virtually indistinguishable from the family pet.*
- i. Pet owners are required to use a “pooper scooper” or other means of cleaning up feces. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.
- j. Pets are not permitted to urinate or defecate anywhere on the condominium property including on the grassy or landscaped area of the property. They are to be **walked off the grounds of Sea Air Towers**. Pets are to be kept properly groomed so as to be free of fleas and ticks and shall have current rabies inoculation tags.

## 7 KEYS

- a. The Association may retain a pass-key to all Units. In lieu of a pass-key, the Association shall have a duplicate key. In the event the Unit Owner fails to supply either a pass-key or duplicate key, the Association is still permitted in accordance with the Declaration, Articles, By-Laws or these Regulations entry into the Unit and the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Nothing herein shall relieve the Association of its duty of ordinary care in carrying out its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner’s property. Entrance without prior consent of notice to an individual unit will be in case of an emergency or situation causing damage to any property in the condominium.
- b. Security is in charge of safekeeping **all** the duplicate keys of the units and these keys will be used only in case of leaks, floods, fire, medical or other applicable emergencies.
- c. Security must not use those duplicate unit keys except in a **true emergency**. Residents who have not provided duplicate keys to Security, and who have lost keys or for any other reason cannot gain entry to their unit must call a locksmith at their own expense.
- d. An additional key is requested if you have authorized exterminating service inside your unit which will be maintained in a safe at the Management office.



- e. Security and office personnel are not allowed to receive keys or entry cards from units for the purpose of temporary safekeeping and delivery to a third party.
- f. A/C-Water Heater closet is a limited common element and therefore can only be accessed by its respecting unit owner or their representative and management, subject to the Association's reasonable right of access.

## 8 UNIT MODIFICATION

- a. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the architectural or structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or any of the Common or Limited Common Elements without the prior written consent of the Association.
- b. Owner's must fill out an "Application for Alterations and Improvements to a Unit" before they start doing any work in their units, to prevent work stoppages and to allow any workmen in the building.
- c. Contractors are responsible for covering the carpet with plastic from service elevator to the unit they will be working. They are also responsible for removing the plastic every Friday afternoon and at the completion of the work. They must vacuum carpet areas to remove any and all debris on a daily basis.
- d. Contractors must clean up common elements daily.
- e. Contractors must use service elevator only at all times.
- f. Contractors cannot leave any materials in the common areas.
- g. Contractors must maintain unit door close at all time.
- h. Contractors may not smoke inside unit. Contractors shall not throw cigarette butts or any other item over the balcony railings. Owners will be held fully responsible for any violation by their contractors.
- i. If a contractor arrives to do work and the management office has not been notified or deposit has not been given to management, the contractor will be turned away.
- j. No contractors, even if owner/resident is at home, will be allowed to enter if management has not been properly notified.
- k. Contractor work is permitted between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday not including holidays. Owners are reminded that if they are doing work in their unit, they are subject to the same rules and regulations as contractors, if the work can be heard from adjoining units or common areas.
- l. Any contractor or repair person doing work in the building must supply the management office with proper identification, proof of liability and workman's compensation insurance exemptions are not allowed, all applicable licenses and permits.
- m. Owners are responsible to make arrangements regarding elevators for the loading and unloading of materials.

- n. When replacing an air conditioner or hot water heater, valves and other related elements are to be examined by the building engineer prior to installation.
- o. Installations of ceramic tile and/or wood flooring must meet specifications for soundproofing set forth by the association. **Our building engineer must inspect the sound proofing material before the tiles or wood flooring are installed.** A sample measuring 2" x 2" must be submitted to be placed in the unit file.
- p. Construction of any kind must be done between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday only.
- q. **A reservation must be made for the use of the service elevator. A deposit of \$500.00 is required and is refundable if there is no damage to common areas and elevators.**
- r. **Contractors are responsible for disposal and removal of all debris.** Contractors and/or residents shall not use Sea Air Towers trash chute, trash bins or dumpsters for construction debris.

## 9 MOVE IN/OUT AND DELIVERIES

### 9.1 MOVE IN/OUT

- a. Advance arrangements/reservation for elevator shall be made with the Association before moving or delivery of furniture or bulky personal belongings in or out of the building.
- b. **A deposit of \$500.00 is required and is refundable if there is no damage to common areas and elevators. No moves or deliveries are allowed without the deposit or proper reservation.**
- c. It is required that the **Management office** be informed of **all moves and deliveries** and a deposit paid, to avoid conflict with other deliveries or moving trucks. Moves or delivery/pickups in/out are scheduled Monday through Friday beginning at 9:00 a.m. and **ending no later than 5:00 p.m.**
- d. If a mover arrives and the management office has not been notified or deposit has not been given to management, the truck will be turned away.
- e. No movers or delivery personnel, even if owner or resident is home, will be allowed to enter if Management has not been properly notified.
- f. All empty move in boxes must be broken down and taken down to the dumpster.
- g. All move in/out must be conducted in service area. No move in/out are permitted in the garage.
- h. **NOTE: Every other Tuesday no moves or deliveries are permitted. Check with security.**

### 9.2 DELIVERIES

- a. Residents wishing to have security sign for packages in their absence must have a signed release on file with the association.

- b. Residents who receive an excessive number of packages and or boxes at one given time must make special arrangements with the delivery company to coordinate a time when the owner will be available to receive them and properly dispose of those boxes and/or packages.
- c. It is the resident's responsibility to retrieve perishable items and notify security of the expected delivery and provide phone number to be contacted.

## 10 ASSOCIATION

- a. Complaints regarding the service of the Condominium shall be made in writing to the Association.
- b. Employee of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or Resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.
- c. Units owners may not direct or disturb association employees. Employees of the Association are not to be involved in rentals or sales of units. All suggestions or direction should be made **in writing** to the building manager or to the members of the board of directors.
- d. Only association employees and properly licensed contractors are permitted on the roof of the building. Residents, guests or their invitees must not enter the roof area at any time.

### 10.1 ASSESSMENTS

- a. All regular, monthly payments due to the Association shall be either automatically withdrawn from your bank account or in the form of check. No cash payments will be accepted for any services of the Association. All payments must be made in the form of a check or money order payable to the order of Sea Air Towers Condominium Association or such party as the association shall designate. Payments of regular and monthly special assessment payments are due on the first (1<sup>st</sup>) day of each month, and if such payments are late five (5) days or more, they are subject to late charges of \$25.00 as provided in the Declaration of Condominium.
- b. If a check is returned by the unit owner's financial institution unpaid for any reason, payment becomes subject to late charges in addition to any and all bank charges assessed to the Association. **Any payment not received by the 10<sup>th</sup> is considered delinquent. After 30 days from the original due date, delinquent payments will be sent to the attorneys for collection. Make your payments ahead of time to ensure receipt during office hours by the 5<sup>th</sup> day to avoid late charges and before the 10<sup>th</sup> to avoid delinquency.**

## 11 BOARD OF DIRECTORS

- a. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.
- b. Rules and Regulations as to the use of the recreational facilities shall be posted, and each Unit Owner, as well as his family, guests and invitees, shall observe all Rules and Regulations.

- c. In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

## 12 BOARD MEETING

- a. As per the Florida Administration Code 61B section (10)
1. Anyone videotaping or tape recording a meeting must not produce distracting sound or light emissions.
  2. Audio or video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
  3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
  4. One day (24 hours) minimum advance written notice for each board meeting shall be given to the management office by any unit owner desiring to utilize any audio or video equipment.

Additionally,

1. Any person attending the board meetings cannot interrupt the board and
2. Videotaping or recording non-board members is permitted only with the prior consent of that member.

## 13 GRIEVANCE COMMITTEE

- a. The Board of Directors approved the establishment of a Grievance Committee. This committee runs concurrently with the Board of Directors. New Board Members will elect members of the Grievance Committee for the new term. The Board cannot be part of the committee as the purpose of this committee to evaluate grievances and recommend solutions and fines to the Board. This committee shall make sure that residents and unit owners comply with the by-laws and rules of the condominium.

### 13.1 ENFORCEMENT

- a. Every owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all Rules and Regulations which from time to time may be adopted, and provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhere to:
- Notice: The Association shall notify the Owner and/or occupant of the infraction or infractions. A proposed fine may be imposed by the Board, or an agent designated by the Board for that purpose.
  - Hearing: Any person against whom a fine is proposed to be levied shall be given at least 14 days' notice of the opportunity for a hearing before the Grievance Committee, in accordance with the Florida Statutes and such other rules and procedures as the Board may adopt which are consistent with the statutes and governing documents. If the committee does not agree that the fine is appropriate, it may not be levied.

If no hearing is requested, or if the committee upholds the proposed fine in whole or in part, the fine will become final and the person(s) being fined will be notified.

- Fines: The Board of Directors may impose fines against the applicable Unit Owner up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time), and for continuing violations fines may be imposed up to the maximum of \$1,000.00 per violation.
- Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident, one (1) for each day of such continuation.
- Payment of Fines: Fines shall be paid to the Association no later than twenty (20) days after the fine becomes final, as outlined above, or eighteen percent (18%) interest, costs and attorney's fees will then become payable in connection with the collection of the fine.
- Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- Non-exclusive Remedy: These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled; however, any penalty paid by the offending Owner or occupant 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. Person who violate these rules or restrictions, and/or owners of the Units from which the violations result, may be responsible for all costs and attorney's fees incurred by the Association in connection with enforcement action.

#### 14 UNIT SALE, LEASE OR TRANSFER OF OWNERSHIP

- For the safety and security of the building, a record of ALL OCCUPANTS must be maintained at all times.**
- Access cards, FOBs or parking permits are for the use of unit owners and registered residents only. Friends, family, invitees and hired help are not to be given any of these to protect the safety of the residents.**
- Owners are responsible for providing FOB and Parking Permit for new owners or renters. Failure of owner to do so will result in tenant paying for valet parking or purchase of FOB (\$100) and permit (\$50).
- Tenant(s) must register their vehicle, motorcycle or scooter even if it is a rental car with the Management Office or Valet.
- Owner is responsible to get FOB & permit back from tenant or notify management office that it was not returned for deactivation.
- Parking will be transferred over from owner whether garage, valet or self-park to new owner or tenant.
- Subletting voids the current lease whether short or long term.

##### 14.1 SALE

- When selling a unit, it is the responsibility of the seller to provide the buyer with a copy of the condominium documents.

##### 14.2 LONG-TERM LEASE

- a. Long-term lease is considered six (6) months or more.
- b. Lessee shall not sublet or assign lease to anyone at any time.
- c. Only persons listed on Rental Agreement will be fingerprinted for use of Biometric Entry System *or given an approved electronic device.*
- d. Unit owners who are leasing their units are required to provide the management office with a copy of the lease and the prospective renters must complete Occupant Information form which will remain on file in the management office.
- e. No pets of any kind shall be permitted by renter(s).

### 14.3 SHORT-TERM LEASE

- a. Short-term lease is less than six (6) months.
- b. The minimum term of rental shall be thirty (30) days. Any owner leasing for less than thirty (30) days will have a hearing before the grievance committee and on the first offense lose leasing privileges for six months and a second violation a year (365 days).
- c. Owner must submit to the Management Office at least one (1) week before arrival the following:
  - Application for Seasonal Rentals
  - Rental Agreement
  - Copy of renter's drivers license or passport photo page
- d. Documents may be faxed to (954) 455-3988 or emailed to [SeaAirTowersAM@apmanagement.net](mailto:SeaAirTowersAM@apmanagement.net).
- e. It is the responsibility of the owner to confirm receipt of documents by Management Office.
- f. Any person not *preapproved registered* for Short-Term Rental will not be allowed access to the unit.
- g. Renter(s) shall not sublet or assign lease to anyone at any time.
- h. Only persons listed on Rental Agreement will be fingerprinted for use of Biometric Entry System *or given an approved electronic device.*
- i. Only approved occupants listed in rental agreement will be *fingerprinted allowed access via approved electronic devices.* Approved maximum occupancy is as follows:
  - Lanai – 2 adults
  - 1 Bedroom – 4 adults
  - 2 Bedroom – 6 adults
- j. Owners have the right to rent or allow family members or friends use of their apartment. If owner is allowing either a family member *other than an immediate family member* or friend use of their apartment they must provide the association with the following:

- Letter or email stating names of people that will be occupying the unit and length of time
  - Copies of driver's license or picture id of occupants
- k. By allowing either family or friends to use the unit, the owner is forfeiting his/her right to lease the unit for that month. Only the maximum number of occupants can reside in a given thirty (30) day period.

## 15 REALTORS

- a. Owners giving realtors access to their units must notify Management Office and supply the name of the listing agent and indicate if a lock box will be used.
- b. Lock box for unit will be kept at the Security Desk.
- c. Realtor must state unit number and owners name and provide picture ID verifying that they are the brokerage firm who access was given too. Either a picture business card, Realtor's License or Driver's License will be accepted.
- d. If the unit does not have an electronic lock box, either the owner or listing agent has to make prior arrangements for the realtor to enter the property.
- e. Properties may be shown between 9:00 am and 7:00 pm 7-days per week.
- f. Security will not accept keys on behalf of Real Estate Agents, their representative or owners.
- g. If an agent does not adhere to these rules, notification may be made to the agent's broker which may result in their being barred further admittance to Sea Air Towers Condominium.

## 16 WHILE OWNERS/RESIDENTS ARE AWAY

- a. When owners/renters are away, these are the required initiatives to ensure that there is no damage to the unit or property, other units or to common property:
  - The Association has the irrevocable right to gain access to each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Element therein or performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage of the Common Elements or to any Unit or Units. Accordingly, each owner is asked to supply a unit access key to the Management Office to avoid forcible breaking in the event of an emergency. All such keys are maintained in a locked cabinet in the security office.
  - When owners/renters are away, do not turn off your air conditioning. During the summer months, set the temperature at no higher than 78°. If air conditioning is turned off, or is malfunctioning, mold may accumulate, causing significant damage.
  - Owners/renters should have someone check your unit weekly if you are away for an extended period.
  - Owners/renters must notify Management Office that you will be out and provide phone number you can be reached. Also please provide an emergency contact in case you cannot be reached.
  - Notify the Management Office if you are leaving your vehicle, motorcycle or scooter unattended in the garage.

## 17 HURRICANE SEASON

- a. Residents must remove all furniture, plants and other items from the balcony while they are away for more than 48 hours during hurricane season. Hurricane season is defined by the National Weather Service as June 1 through November 30.
- b. Owners are responsible for clearing their balcony within 12 hours of the issuing of a Hurricane Warning by the National Weather Service. If owners fail to clear their terraces in a timely fashion, the Association may arrange for the balcony to be cleared at the sole expense of the unit owner. In that event, the Association shall have no liability to the Owner for any damage or loss of property.

## 18. INSPECTION OF OFFICIAL RECORDS

- a. The official records of the association are open to inspection by any association member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member. Renters have the right to inspect a copy of the Association's bylaws and rules. No other official records shall be made available to renters. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. Accordingly, records requests are limited to one (1) request per Unit Owner every thirty (30) days. Requests for records must be reasonable in nature may not be made for the purpose of harassment or interruption of the Association's operations. Additionally, records request must be provided in writing and delivered to the Association's management, identifying the specific records being requested and the time frame of the records being requested.

## **19. REASONABLE ACCOMMODATION REQUESTS**

- a. A Unit Owner, Tenant, Occupant and/or Guest subject to the terms and provisions of the Association's Governing Documents, including but not limited to the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations, may request a reasonable accommodation to waive a rule, regulation or restriction of the Association by completing a "Reasonable Accommodation Request Form". Copies of the Reasonable Request Form shall be available at the Management Office.
- b. The Association shall evaluate all requests for reasonable accommodation under the following criteria:
  - (1) Does the person seeking the reasonable accommodation have a disability? i.e., a physical or mental impairment that substantially limits one or more major life activities.
  - (2) Does the person making the request have a disability-related need for the accommodation?
  - (3) Does the requested accommodation impose an undue financial and administrative burden or fundamentally alter the nature of the Association's operations?
  - (4) Does the requested accommodation pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation?
  - (5) Would the requested accommodation cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation?
- c. Upon receipt of a completed Reasonable Accommodation Request, the Association shall review the same and evaluate the request utilizing the criteria set forth above within a reasonable time period. All reasonable accommodations granted by the Association shall be provided in writing.



**Failure to follow all of these rules and regulations might result in fines to unit owners and/or a recall of the Board's Approval and cancellation of contract to renters.**