

# Sea Air Towers Condominium

## REVISED RULES AND REGULATIONS

### as of June 25, 2021

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## 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- b. These Revised Rules and Regulations may be modified, added to, or repealed from time to time by the Board of Directors.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 and 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 types of commercial activity may be conducted in or from any condominium unit or by a member utilizing the common areas, including but not limited to rentals for less than 30 days which would classify Sea Air Towers Condominium as a hotel.
- b. This is residential property, and etiquette 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 another 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, cigarette buds 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 that would prevent the development of mold, mildew, or similar toxic growth. If 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 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 regularly 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. 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 appropriate as a preventative measure. Entrance without the 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.

e. No tankless water heaters are allowed, except installed with the city permit prior to this Rules adoption.

### 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 the designated 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 guests to dispose of cigarette butts properly. The Board may require installing 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 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 from being played upon any musical instrument, or operate or suffer from being 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 8:00a.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 Owner's financial responsibility.

#### 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 common interior 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 5:00pm

Security - 24/7

Valet - 6:00 am to 1:00 am or 24/7 as needed. In the absence of valet from 1 am to 6 am the car should be parked toward north wall parking area & the car keys given to security guard

Social Rooms 7:00am to 11:00 pm

Fitness Center 7:00am to 11:00 pm

Pool 7:00 am to 11:00 pm

Contractor Hours M-F (excluding holidays) 9:00 am to 5:00pm

Deliveries/Moving M-F (excluding holidays) 9:00am-to 5:00pm

## 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, caregivers, vendors, contractors, and licensees seeking access to the building must enter through the main entrance and provide proper identification and the unit number they seek. Security will check any list provided by Management for prior approval of access and will call to notify the 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 property's front, service or beach entrance. Doors are to be closed immediately upon entry or exit. Entry through any door is achieved only by the Association-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 the fob or other approved device must enter the property at the main entrance. Security personnel shall not allow the access of any person through the service entrance or any other entrance that is not the main entrance.
- e. Beach entrance requires fobs or another approved device. Anyone having difficulty entering from the 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 entry.

### 3.2 FAMILY ACCESS

- a. Owner may authorize *immediate* family members to access the Unit by registering via Buildinglink Front Desk Instructions or submitting a *Family Access Form* to the Management Office.

*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 temporary. They must registered via Buildinglink Front Desk Instructions or as described in Part 14(i) below 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 or electronically via Buildinglink Front Desk Instructions caregivers of children under 12y.o. or adults requiring assistance.*

*Said caregivers would be granted access based on the Owner's request*

#### 4. COMMON AND LIMITED COMMON ELEMENTS

- a. Proper attire is required, including swimsuits, cover-ups, shirts, and shoes, when walking through common areas at all times. Swimsuits, 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 unit owners' personal property 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 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, 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 off the balconies or into any 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 pests 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 the 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 another person who is on the condominium property according to the request of the unit owner shall have caused such damage.



- j. No sign, advertisement, notice, or another 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.
- 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 solicitation by any resident or a guest/visitor of the Association is permitted on the property, including but not limited to the pool deck, lobby, recreational rooms, gym, hallways & garage.
- 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.
- q. Individual storage bins are a Limited Common Element. Owners may assign their designated bins only to other unit owners who do not have a designated bin. Association approval is required for reassignment of the Limited Common Elements. Storage bins assignment pass to a new owner upon the unit sale.

#### 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 the 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 spaces. 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 the leak and immediately make necessary repairs or inform Owner that repair requires more extended time and provide Owner with a temporary valet while the 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 or to self-park across the street, you must attach 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 in the lot across the street 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.

The monthly maintenance fee includes 2 cars parking per unit (one assigned garage spot plus one self-park or one free valet plus one self-park). Owners that have been assigned a garage parking spaces as a Limited Common Elements shall not have access to free valet.

Garage parking spots are a Limited Common Elements assigned to individual Units. Owners who have acquired two or more assigned garage parking spots shall not have access to the self-parking option. Owners may only transfer their assigned parking garage spots to other Unit Owners who do not have an assigned garage spot. Prior written association approval, and \$50 transfer fee is required for reassignment of any assignable Limited Common Elements.

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. FOBs are issued according to policy and procedure administered by Management that is described elsewhere. There will be a fee for any new or lost FOB. All Owner's FOBs must be passed to the new owners upon the unit sale or returned to the unit owner upon the registration's for occupancy expiration. Management is required to deactivate any FOB that is not returned upon expiration registration.

f. Management and valet personnel have been authorized to implement an administrative process to achieve the vehicle registration requirement.

g. All Owners, residents, and rental vehicles must be registered, regardless of the parking area. Registration will include tag number, vehicle description, unit owner's name, and Unit number. Additionally, the management or valet personnel will provide an identifier for the vehicle's front window. It is the Owner's responsibility to place identifiers in a car while parked at Sea Air Towers, and **if** not done and the vehicle is towed, it will be at the Owner's expense.

h. Valet personnel will issue a temporary pass for renter's vehicles to be displayed on the vehicle's dash, 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 vehicles of guests and visitors. Any additional services provided by the Valet personnel, such as the 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 at least one of the parking rights to the tenant 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 or a valet card of 10 coupons at a discounted rate

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 the 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 the building for longer than five (5) minutes. If a longer waiting time is required, the Owner, visitor, or guest **must** give a car to the valet or self-park across the street, whichever is applicable for said car.
- o. Parking toward the sidewall in front of the building is for Valet use only. Valet will park a vehicle that will be dropping or retrieving something or someone for a maximum of 30 minutes at no charge. After 30 minutes, the car will be valeted across the street, and the unit owner or guest, or visitor will be subjected to a 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 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 personal storage areas only. The bicycle rooms will be inventoried periodically, and 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. An exception will be if Association approves outside vendors to provide car washing service in the designated area parking lot across the street.
- u. No commercial vehicles, campers, mobile homes, recreational vehicles, boats, or trailers (including personal watercraft) 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 four wheels, two axles and be no longer than 17,5 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. Still, any such lettering will result in vehicles being considered commercial vehicles. 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 the parking lot across the street. Valet will provide them with a temporary FOB upon them surrendering their driver's license to access the parking lot. A contractor will return FOB upon parking and retrieve their driver's license. The Owner's responsibility is to notify *the* management office before the arrival of the date their contractor will be working in their Unit 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).

w. **Owners renting their parking space are responsible for notifying Management and provide the vehicle owner's name, unit number, tag number, vehicle description, and length of rental. The renter must be a Sea Air Towers Condominium resident or Owner.**

#### 4.4 SERVICE ELEVATOR

- a. *Service elevator must be used when entering the 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

The following items and activities are prohibited in the Sea Air Towers recreational area:

Pets

A 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. Therefore, 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 the pool area, and the 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. Diving, running, rough-housing, or ball playing is not allowed 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 to be removed. The estimated cost of remediation from a broken glass event is \$6,500. The 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 a pool attendant. The cushions and umbrellas will be picked up in the case of a wind event or at the end of the day no later than 4:30pm by the pool attendant.
- t. The pool shall open at 7:00a.m. and remain open until 11:00 p.m., seven days per week unless otherwise noticed by Management.
- u. Only life jackets, floaties, back flotation devices or goggles are permitted in the pool. No toys of any size or type are allowed inside the pool. Goggles and sunglasses may be worn but must be taken out of the pool if not in use. No items can be left on the pool ledge.
- v. The rope inside the pool is a safety requirement. No one is to hang or play with the rope.
- w. Pool chaises, tables, umbrellas, and cushions are on a first-come, first-served basis. Residents cannot reserve any chaise, table, umbrella, or cushion by placing their belongings and walking away for longer than one (1) hour.
- x. Only pool attendants can handle pool equipment, including placing cushions, umbrellas, and opening umbrellas.

## 5.4 FITNESS CENTER

- a. Fitness Center is available for Sea Air Towers residents' use at their own risk following specific guidelines regulating the 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 specific guidelines regulating the 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. If you experience symptoms of overexposure (lightheadedness, dizziness, increased heart rate, nausea or extreme fatigue, etc.), leave the steam room 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 are 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 the Rental Fee must be submitted one month prior to the 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 the event. Confirmation of a number of people to determine the need of extra Security and valet and payment of checks covering fees for extras must be paid to Management Office.
- c. Extra Security Guard is required for events of 50 or more guests. The fee for this is \$80.00 for the first 4 hours (minimum) and \$20.00 for each additional hour.
- d. Extra Valet is required for events of 50 or more guests. The fee for this is \$72.00 for the first 4 hours (minimum) and \$18.00 for each additional hour.
- e. Guest will be charged \$5.00 for valet parking regardless of the number of guests. Unit owners may purchase coupon stickers or valet card prior to the event to bring down the valet fee to a discounted rate per vehicle.
- f. 48 hours in advance owner must provide a list of guests to the Management Office. There will be a penalty of \$100 imposed if the 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 10:00 a.m. to 12:00 midnight.
  - No decor can be removed without the prior written consent of the Management Office.
  - Candles are prohibited.
  - Do not touch or move the 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 lobby bathroom.
  - Guests or other invitees are not permitted to lounge in the lobby or pool area.
  - No loud music or other noise after 11:00 pm until 8:00am.
  - All doors must remain closed during event.



h. After the event and on the same day/evening:

- All food and beverages must be removed.
- All tables must be cleaned of all trash, centerpieces, etc.
- All garbage must be bagged and deposited in trash cans.

1. The security deposit will be refunded subject to inspection for damages and/or excessive untidiness. To receive a 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 quiet 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 permitted 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. All pets must be registered with the management office to be allowed on the property. Information including proper immunization regarding all pets must be included in the unit owner's file. Non-refundable pet registration fee of \$150 is required for all newly registered pets to cover the Association's expenses to accommodate the pet's presence at the property.
- 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 except 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 a 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 adequately groomed 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 or an assigned code. 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 the 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. Utility Services & WSHP A/C closet, adjacent to the individual unit, accessible from the hallway on each floor, is a Common Element, based on Florida Statute 718.108 (b) and Sea Air towers' Declaration, Section VIII (Common Element), 8.01(b). The utility services & WSHP A/C closet, accessible from the hallway, is covered under the Association's master property insurance policy and not by any individual condo unit's HO-6 insurance policy. The closet area is a conduit for AT&T and Comcast's telephone & internet & TV cables, and optic-fiber lines, and conduit for the cooling risers for WSHP system, providing utility services for the whole building. Unit owners and their tenants & guests cannot store any personal belongings in the Utilities & WSHP AC closet.

## 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. No noisy construction or alterations are allowed during the high occupancy season from December 1 to April 30, except for emergency repairs.

- b. Owners must fill out an "Application for Alterations and Improvements to a Unit" before they start 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 the 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 the service elevator only at all times.
- f. Contractors cannot leave any materials in the common areas.
- g. g. Contractors must maintain the unit door closed at all times.
- h. Contractors may not smoke inside the 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 a deposit has not been given to Management, the contractor will be turned away.
- j. No contractors, even if the 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 5:00p.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 working 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 for making arrangements regarding elevators for the loading and unloading of materials.
- n. When replacing an air conditioner or water heater, valves and other related elements are to be examined by the building engineer before 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 soundproofing 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. In unit laundry washers must be connected to the drainage pipe in the AC/Utility closet. Only ventless dryers are allowed (preferably 120 Vt/10amps). Any other washer/dryer arrangements would violate the Condo Rules & the Fire Marshall code.

q. Construction of any kind must be done between the hours of 9:00 a.m. and 5:00p.m. Monday through Friday only.

r. A reservation must be made and approved by the office 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.

s. Contractors are responsible for the disposal and removal of all debris. Contractors and/or residents shall not use Sea Air Towers trash chutes, trash bins, or dumpsters for construction debris.

## 9 MOVE-IN/OUT AND DELIVERIES

### 9.1 MOVE-IN/OUT

- a. Advance arrangements/reservations 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 a deposit has not been given to Management, the truck will be turned away.
- e. No movers or delivery personnel, even if the 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 the service area. No move-in/out is 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 a 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 directions should be made in writing to the building manager or to the members of the Board of directors.
- a. 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 a 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-st) day of each month. If such payments are late five (5) days or more, they are subject to late charges of \$25.00 as provided in the Condominium Declaration.

b. If a check is returned by the unit owner's financial institution unpaid for any reason, the 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-th 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 5th day to avoid late charges and before the 10-th 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. Each Unit Owner and 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 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, any person attending the board meetings cannot interrupt the Board.**

## 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 is to confirm or reject the imposed fines. 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 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 the 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 adhered 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 ~~22~~

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 that is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after 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. The person who violates these rules or restrictions and/or owners of the Units from which the violations resulted 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

a. For the safety and Security of the building, a record of ALL OCCUPANTS must be maintained at all times.

b. 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.

- b. Owners are responsible for providing FOB and Parking permits for new owners or renters. Failure of the Owner to do so will result in the tenant paying for valet parking or FOB purchase (\$50) and permit (\$50).
- c. Tenant(s) must register their vehicle, motorcycle, or scooter, even if it is a rental car with the Management Office or Valet.
- d. The Owner is responsible for getting FOB & permit back from the tenant or notify the management office that it was not returned for deactivation.
- e. Parking will be transferred over from the Owner, whether garage, valet, or self-park, to the new Owner or tenant.
- f. Subletting voids the current lease, whether short or long term.

#### 14.1 SALE

a. 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 twelve (12) months or more.

b. Lessee shall not sublet or assign the lease to anyone at any time.

c. Only persons listed on the Rental Agreement will be *given an approved electronic device to access the building and parking.*

d. Unit owners leasing their units must provide the management office with a copy of the lease. The prospective renters must complete the Occupant Information form at least 7 days before arrival and undergo the background check, which will remain on file in the management office.

#### 14.3 SEASONAL LEASE

a. Seasonal lease is less than twelve (12) months.

b. The minimum term of rental shall be thirty (30) days. Any owner leasing for less than thirty (30) days will violate the association Rules facing the consequences described in the Enforcement section 13.1 above.

c. Owner must register seasonal rentals electronically directly via Buildinglink Front Desk Instructions any time BEFORE the tenant's arrival or submit to the Management Office at least 3 days before arrival the following:

Application for Seasonal Rentals

Copy of renter's driver's license or passport photo page

d. Any person not *registered* for Seasonal Rental will not be allowed access to the Unit.

e. Renter(s) shall not sublet or assign a lease to anyone at any time

g. Only persons listed on the Rental Agreement will be given an approved electronic device to access the building and the assigned parking.

h. Only approved occupants listed in the rental agreement will be *allowed access via approved electronic devices.* Approved maximum occupancy is 6 adults.

i.. Owners have the right to rent or allow family members or friends to use their apartments. If the 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

- j. ANY Rental or guest/friend registration will not be allowed if Owner is in arrears on monthly assessment or any other fees to the Association.

## 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 lockbox will be used.
- b. Lockbox for Unit will be kept at the Security Desk.
- c. Realtors must state the unit number and the Owner's name and provide a picture ID verifying that they are the brokerage firm to 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 lockbox, either the Owner or listing agent has to make prior arrangements for the realtor to enter the property.
- e. Properties may be shown between 9:00am and 7:00pm 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, a notification may be made to the agent's broker, resulting 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 no damage to the Unit or property, other units, or 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 essential to prevent damage of the Common Elements or to any Unit or Units. Accordingly, each Owner is asked to supply a unit access key or code 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 periodically if you are away for an extended period.

Owners/renters must notify Management Office that you will be out and provide a phone number you can be reached. Also, please provide an emergency contact in case you cannot be reached.

Notify the Management Office if you leave your vehicle, motorcycle, or scooter unattended in the garage.

**Water should be shut off in the units that are not occupied**

## 17 HURRICANE SEASONS

- 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. The National Weather Service defines Hurricane season as June 1 - November 30.
- b. Owners are responsible for clearing their balcony within 12 hours of issuing 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. The owners should check the availability of the requested records in the Buildinglink Library before making the request.

## 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?
- (S) Would the requested accommodation cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation?
- a. 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 per the Florida Statute 718 and the Association's governing documents.**