

## **RULES AND REGULATIONS.**

### **CLEARWATER KEY ASSOCIATION – SOUTH BEACH I**

**Revised April 25, 2018**

The following rules and regulations adopted in accordance with the Declaration of Condominium of Sand Key Condominiums – South Beach I and the Articles of Incorporation of Clearwater Key Association – South Beach I Incorporated shall continue in effect until amended by the Board of Directors. These supersede all previous rules.

As used herein, the term "unit owner" shall apply to the unit owner, his guests, his invitees, his licensees, his family, his employees, his agents and his lessees.

#### **1. COMMON AREAS**

- A. No articles shall be placed upon the common elements of the condominium property.
- B. The common elements of the condominium property shall not be obstructed in any manner and shall be kept free and clear of rubbish, debris and other unsightly or unsanitary material.
- C. Fire exits shall not be obstructed in any manner. Fire exit doors should not be propped open.
- D. No articles shall be hung or shaken from any unit onto the common elements of the condominium property or onto balconies or terraces of units below.
- E. No unit owner shall throw, sweep or allow to fall, any article, especially cigarettes or combustible items from his unit onto the common elements of the community property or terraces or balconies of the units below. Smoking is not permitted in hallways, stair wells or other common areas.
- F. This rule is in regard to what can be added to the two doors of each unit and to the adjacent areas which include one wall and the door to the closet. No items of any nature are to be placed on the carpet in the entry way. Name plates, doorbells, door knockers are permitted. Also, up to four (4) items can be placed in this entry area which may include pictures or paintings of good taste and other accessory items. Holiday decorations are acceptable. Pictures or paintings should not exceed 24X18 inches in size and should not extend more than four (4) inches out from the wall or doors. Holiday decorations would be excluded from these size requirements.
- G. No flammable, combustible or explosive substances shall be kept in any unit or storage area or upon the common elements of the condominium property, except such substances that are required for normal household use.
- H. No solicitation will be allowed within the building.
- I. Refuse and garbage shall be deposited only in the areas provided therefore and in PROPER, SEALED, LEAKPROOF CONTAINERS.
- J. No plant or planter will be hung from railings, walls, or ceilings, nor shall any fasteners be drilled into the balcony ceiling. All vases or planters cannot be placed directly on the deck surface. They must be placed on decks in a way that air can pass underneath in order to preserve decking and the deck surface (example: table or stand). No swings or hammocks, unless free standing, can be installed on decks.

#### **2. PETS**

- A. Pets shall be allowed on the common elements of the condominium only when they are leashed, and then only upon those common elements designated for pet use by the Board of Directors of the Association. Except for ingress and egress of the property, the designated pet area is the area between the sidewalk and the hedge on Gulf Boulevard. Owners are required to clean up after their pets.

- B. No pet with a mature weight of more than twenty (20) pounds shall be allowed onto the condominium property.
  - C. No pet which is a nuisance to other unit owners shall remain upon the condominium property.
  - D. No guest shall be allowed to bring animals into the building.
  - E. If a pet owned by a unit owner becomes a nuisance, in the opinion of the Board of Directors, said pet will be removed by owner within thirty (30) days. In the event that the pet is not removed within such time, he delegates to the Board of Directors of the Association the power to remove such pet(s).
  - F. Pets may not be left unattended on any balcony.
  - G. Pets may not be curbed on balconies at any time. No structure, litter box or paper may be used to curb pets on balconies. Refer to paragraph A regarding curbing of pets.
3. No unit owner shall make or permit any disturbing noises, nor do or permit anything that will interfere with the rights, comforts or conveniences of the other 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, radio or sound amplifier in such a manner as to disturb or annoy other occupants of the condominium property including the pool area. All parties shall lower the volume of all the foregoing or similar devices as of 11 PM or each day. No unit owner shall conduct or permit to be conducted vocal or instrumental instruction at any time. No wind chimes or other devices which cannot be controlled will be erected or installed on decks or limited common areas.
4. Cooking shall be allowed only in the kitchen of each unit and on those common elements which are designated by the Board of Directors of the Association for such use. **DO NOT OPEN ENTRANCE DOORS TO EXHAUST SMOKE AS THIS WILL TRIP THE SMOKE ALARMS.** There will be no grilling on the South Beach property, including limited common areas such as balconies, parking areas, grass, pool or in the tiki hut area. Grilling is only permitted in a **DESIGNATED GRILLING AREA** after approval is granted from the Board of Directors.
5. No business office shall be maintained upon the premises other than a building manager's office. No signs of any nature shall be displayed from, affixed to or painted upon a unit or the common elements of the condominium property except for security information.
6. Unit owner's complaints regarding the maintenance and operation of the condominium shall be made in writing to the Board of Directors of the Association. All directions to or criticism of condominium employees must be directed through the Manager or Board of Directors.
7. The pool and other recreational facilities of the condominium shall be used in accordance with the Rules and Regulations promulgated by the Board of Directors of the Association.

**3. OCCUPANCY (Leasing, Rentals, Unaccompanied Guest & Minors)**

- A. Owners have the right to lease condominium for periods of ninety (90) days or more, provided that all such leases and lease renewals are first approved by the Association and made **SUBJECT TO THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, RULES AND REGULATIONS AND THE BY-LAWS OF THE ASSOCIATION AND THE CONDOMINIUM ACT.** Approved lessees will be accorded the status of owners by the Association. All lease and lease renewals, to be effective, require the signature of two members of the Board of Directors on the Application Form.
- B. Rentals for less than ninety (90) days are not permitted by the Declaration of Condominium, or by the Association.
- C. Owners are permitted to allow unaccompanied guests to occupy their condominium when neither the owner nor a member of his immediate family is in residence under the following conditions.

- D. Arrangements **MUST** be made with the Manager in advance.
- E. Unaccompanied guests must register with the Manager prior to arrival using the Guest Authorization Form.
- F. Unaccompanied guests **ARE RESTRICTED** (under the Declaration of Condominium) to not more than two individuals per bedroom and visitor occupants (other than those registered with the Manager) are **NOT** permitted.
- G. Unaccompanied guests are not accorded the use of the Club Room, which is reserved for the exclusive use of owners and guests residing with them or accompanied by them.
- H. Minors under eighteen (18) years of age will not be permitted to occupy a condominium without an adult in residence.
- I. Children of guest shall, at all times, be supervised by their parents or the unit owner they are visiting.
- J. When a unit is unoccupied for a period exceeding 48 hours, the water valve in the air handler closet **must** be turned to the **OFF** position. If not done so and a water leak occurs within that unit during the unoccupied period, the owner will be held responsible for all damages.
- K. All detected water leaks within a unit must be repaired promptly by the owner. Failure to do so could result in the owner being responsible for all damage done outside the unit.

#### **4. Emergency Entry to Owners Unit**

The State Statute concerning entry to an owners condo is as below:

s. 718.111(5), Florida Statutes:

***RIGHT OF ACCESS TO UNITS.**—The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.*

The Association will maintain a secured cabinet containing a key to each unit. The keys will only be used in the case of an emergency to protect the property of our owners. An emergency could include an attempt to determine the source of a water leak, a fire, or some other condition where entry would be necessary. The keys are not to be used for residents who lock themselves out. Only the property manager or designated board members may authorize the use of the keys. A minimum of two (2) people must be present when the unoccupied unit is entered.

#### **5. ATTIRE**

A. Appropriate covering must be worn with bathing suits when using hallways and elevators. Towels are not considered appropriate covering. Bathers are to use the garage level entranceways only, after drying first.

B. Footwear must be worn at all times in the halls, elevators, entranceways and Club Room.

C. No swimming attire will be permitted in the Club Room.

 **6. CLUB ROOM** - The Club Room is reserved for the exclusive use of owners and guests residing with them or accompanied by them. It is not available to unaccompanied guests for entertainment purposes.

A. Each owner shall be responsible for any damages caused to the Club Room by themselves, their guests or lessees. The owners shall pay for such damages, including contents damage.

B. Minors under the age of eighteen (18) are not permitted to use the Club Room unless accompanied by an owner.

C. Should any owner desire to entertain a group in the Club Room a reservation must be made through the Manager, twenty-four (24) hours in advance. A \$100 deposit is required and will be returned after inspection by the Manager, an individual designated by the Manager or a member of the Board of Directors provided no damage is noted. The Club Room may be reserved for use by the Association Social Committee on New Year's Eve, Memorial Day, 4th of July, and Labor Day.

D. Persons using the Club Room and its facilities, including the restrooms, shall be responsible for keeping said premises clean, neat and presentable at all times. This applies to a host or hostess having a private party.

E. Owners whose monthly maintenance fees are 90 days or more past due are not permitted to use the Club Room or the Pool including the surrounding area

## **7. SECURITY**

A. DO NOT permit access to the building to anyone unless you know them or are fully satisfied that they have legitimate business in the building. Please cooperate in maintaining security by being observant and by not leaving doors ajar.

B. Please cooperate with the security guards and the Manager on matters of security and bring to their attention any unauthorized or suspicious persons on the premises.

## **8. MOVING**

A. Any damage to the property of others, including the common elements, caused by the moving or carrying of furniture or articles into or out of the buildings shall be paid for by the owner. Repair costs of damage by movers, tradesmen or other agents and/or quests of the unit owners is the unit owner's responsibility and shall be assessed to unit owner. The Board has determined a move-in/move-out "damage deposit" of \$250.00 be paid in advance and returned, subject to damage costs, if any, within a reasonable period. Any damage costs in excess of the deposit remain the responsibility of the unit owner. The owner/resident is responsible that all work be carried out in a workman-like manner with clean-up daily and upon completion. SATURDAY MOVE-INS/MOVE-OUTS WILL REQUIRE AN ADDITIONAL FEE OF \$100 WHICH IS REFUNDABLE.

B. No furniture or package deliveries are to be made through the front entrance. Painter, carpenters, paperhangers, carpet installers and other tradesmen must be instructed by the owner to enter only through the garage level entryway.

## **9. PARKING**

A. Only passenger automobiles, vans and pick-up trucks, all of which are used only for daily transport and not as a commercial vehicle, may be parked overnight on the condominium property, and then only as permitted by these restrictions. All parking shall be in the owner's parking space, or in such other space as may be designated for parking of particular types of vehicles from time to time by the Board of Directors. Boats, trailers or recreational type, commercial vehicles of any kind, motorcycles, motor homes, recreation vehicles, mobile homes, campers and jet skis shall not be parked on the condominium property.

B. No vehicle which is currently unlicensed or cannot operate on its own power shall remain upon the condominium property for more than seven (7) consecutive days. Once removed from the condominium property, the vehicle cannot be returned until it is operable and licensed. The term 'licensed' shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida, or other state, as the case may be.

C. Service vehicles may be temporarily parked during regular business hours in designated parking areas during the time they are actually providing service to units or common elements, but in no event during any other hours, except in the case of any emergency, and with notice to the Manager.

D. Vehicle maintenance is not permitted upon or adjacent to the described real property. [Vehicle maintenance shall include but be limited to changing of oil and other engine fluids, engine maintenance or repair, body maintenance or repair. ~~Washing vehicles is permitted.~~ Cleaning the interior of the vehicle, waxing and checking fluid levels is also permissible. Emergency repairs to vehicles such as changing a flat tire are likewise allowed.

E. Each unit will only be allowed one vehicle, per live-in resident or live-in guest of driving age, on the property at a time. Guests will only be allowed a temporary pass for a maximum of 30 days. *or replacement of tire*

None of these rules shall be voided in any manner, except with the prior written consent of the Board of Directors of the Association. No unit owner shall be allowed to rely upon any said written exemption given to another unit owner by the Board of Directors of the Association and said owner must obtain his own written exemption.

Those unit owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and a reasonable attorney's fee in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from condominium property which were placed there in violation of these rules.