

**Seville Condominium 12, Inc.**  
**Rules and Regulations**

**WHEREAS**, the Board of Directors (the “Board”) of Seville Condominium 12, Inc. (the “Association”) is charged with the responsibility of administration, operation, and maintenance of the Seville Condominium 12, pursuant to the Declaration of Condominium Ownership of Seville Condominium 12 (“Declaration”), the Articles of Incorporation of Seville Condominium 12, Inc., (“Articles”), By-Laws of Seville Condominium 12, Inc., (“Bylaws”), and the rules and regulations, as may be amended (collectively referred to as the Association’s “Restrictions”); and

**WHEREAS**, the Association is a condominium association governed by Chapter 718, Florida Statutes and the Association’s Restrictions; and

**WHEREAS**, the Board is authorized to promulgate reasonable rules and regulations pursuant to Section 14.6 of the Declaration; and

**WHEREAS**, the members, owners, invitees, and other persons residing within the Properties, as defined in the Declaration, are required to comply with the Rules and Regulations promulgated by the Board pursuant to Section 14.6 of the Declaration and the Florida Statutes;

**NOW, THEREFORE, BE IT RESOLVED** that, the Association, including its Officers, Directors, Managers, Attorneys, and Members and their tenants, lessees, invitees, and guests, shall adhere to the rules and regulations set forth herein and in the Governing Documents:

**1. ALTERATIONS AND REMODELING**

- A. The exterior of the Condominium building, including patios, balconies, individual floors, designated parking spots, and all other areas appurtenant to any Condominium unit, shall not be altered, painted, decorated, or modified by any person in any manner without the prior approval of the Association, which consent may be withheld for purely aesthetic reasons at the sole discretion of the Association of the Board of Directors.
- B. Proposed unit changes such as, windows, doors, enclosures, hurricane or storm shutters, balcony walls, air conditioning units and drip pans must be submitted to the Association for the approval process prior to any work being started. All open balconies must conform to the condominium’s original building walls and the building color. Required permits are the responsibility of the owner.
- C. A modification application may be obtained for the management company and work may not commence until an application is approved by the Board of Directors, or its

designated agent, in writing. An individual Board member may not unilateral provide approval and any alleged verbal approval will not be binding.

- D. Construction work may be performed only Monday through Friday: 9:00 AM to 6:00 PM and on Saturday from 9:00 AM to 5:00 PM, except for emergency repairs. No construction or remodeling work is permitted on Sundays or on the following holidays, except in an emergency: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- E. Debris must be hauled away at the owners' or contractors' expense. Floor and walkway protection must also be used when applicable.
- F. Plumbing fixtures within the units shall not be used for any purpose other than those for which they were intended. Any damage resulting from misuse or negligence shall be the responsibility of the owner for damages, repairs, or replacement.
- G. Repairs, modifications, alterations must be performed by a licensed and insurance contractor, plumber, and/or electrician, qualified to perform such requested work. Contractors, electricians, plumbers and vendors must have a current Pinellas County contractor's license and carry general liability insurance with a minimum coverage of \$1,000,000.00.
- H. Contractors are not permitted to use Seville Condominium 12, shopping/storage carts.
- I. Any unauthorized change is subject to removal, after reasonable notice to the owners and/or occupants responsible for the alteration. The owner shall be responsible for all costs of restoring the property to its original condition.
- J. Any damage to the common areas and/or common elements shall be the unit owner's responsibility.
- K. Condominium dumpsters shall not to be used for the disposal of any construction debris.

2. **GENERAL APPEARANCE & USE OF UNITS AND PROPERTY**

- A. No sign, notice, or advertising material may be placed on or inside any window or in any other location that is visible from the exterior of a condominium unit or

elsewhere on the common elements. Only the Association is permitted to place a sign or notice on the property for directional, informational, safety, or notice purposes.

- B. No sheet, towel, ornamental flag, or any other material that is not designed and customarily intended for use as a window treatment shall be used as a window treatment.
- C. Placement of trash containers, garbage bags, bicycles, motorbikes, shoes, strollers, toys, or other objects in the exterior front door areas, or any patio, balcony, corridor, or walkway of the condominium unit, corridors, walkways, elevator lobbies, or other common areas is prohibited.
- D. In compliance with fire and safety codes, hallways, stairways, corridors, walkways, common areas and storage areas must be free of all obstructions; including, but not limited to: shoes, personal items, chairs, bikes and toys. Any items left in these restricted areas will be removed. Residents and their guests shall not obstruct common areas, including corridors, walkways, and elevator lobbies, of the condominium, for any reason.
- E. No object(s) shall be hung or placed on any balcony, railing, corridor, walkway and the elevator lobbies or other location which may obstruct the common elements or which may represent a potential hazard in inclement and windy weather. Notwithstanding the foregoing, Towels and other wet items may be placed behind and below the railing as long as they are not visible from the street.
- F. Live Christmas trees are prohibited in common areas.
- G. Portable On Demand Storage (PODS) units are not permitted on the property.
- H. Smoking/Vaping is prohibited in the common areas and limited common areas at all times. Smoking/Vaping within a unit must be in a manner that does not cause smoke or smell to affect surrounding residents.
- I. Feeding birds from balconies, patios or anywhere on common areas is prohibited.
- J. No fireworks are permitted on/in Seville Condominium Building 12, Inc. property at any time.
- K. Washing machines are prohibited within Condominium units. If the washing machine in your unit has been "grandfathered in" (prior to December 2006), that machine must

be properly installed and drain only into the kitchen sink pipe, which is the only pipe within any unit with the correct capacity. Any flooding or back-up into other units or into the common areas or into the limited common areas shall be the owner's responsibility.

- L. Carts have been provided for the use and convenience of the condominium RESIDENTS ONLY and must be returned to the Fourth Floor Storage Room immediately after use.
- M. Unit owners, tenants, their families and guests are not permitted on the roof for any purpose. Should a unit owner, tenant or their contractor require access to restricted areas of the condominium, such as the roof, the unit owner, tenant, and contractor shall contact a Board member to make arrangements to access the restricted area. In the event that a unit owner, tenant, or their contractor requires access to a restricted area of the condominium, such as the roof, a representative of the Association Board shall be present at all times.
- N. There will be an annual inspection of units, balconies and patios by the Management Company to check for leaks, damage, and compliance with the Association's rules and regulations.

3. **ELEVATORS**

- A. Elevator doors shall not be propped open at any time, as this disrupts the timer, which can lead to serious damage to the elevator. Use the DOOR OPEN button.
- B. Owners and tenants shall contact the Association at least three (3) days prior to move-in, move-out, or delivery of goods or materials, to request pad installation in the elevator.

4. **MOVE-IN/MOVE-OUT**

- A. Owners and tenants shall be responsible for any damage caused by contractors, subcontractors, or agents involved in moving activities, or deliveries of any kind.
- B. A security deposit of \$100.00 is required prior to move-in/move-out time, or large deliveries (defined as requiring more than two trips on an elevator when use of an elevator is required). The security deposit is refundable post-inspection by an

Association Board member or designated representative, only if no damage to same, is ascertained.

C. The Association may deny an owner or tenant access to any elevator, stairwell, or walkway for purposes of move-ins/move-outs or large deliveries, which are not registered with the Association three (3) days in advance. The Association may deny an owner or tenant access to any elevator, stairwell or walkway for purposes of move-ins/move-outs, or large deliveries, which are not during the hours set forth in section 4.C, unless exemption is given by the Association. Deliveries of items or goods that are medically necessary or required for a life safety purpose are exempt.

D. The hours for move-ins/move-outs or deliveries are as follows:

Monday-Friday	9:00 AM - 6:00 PM
Saturday	9:00 AM - 5:00 PM
No Sundays	

E. No move-in, move-out, large delivery or remodeling/contract work is permitted on any of the following holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

5. **GARBAGE DISPOSAL**

A. Except as provided below, all trash must be contained in a closed plastic bag before being deposited in the trash chute. All corrugated cardboard boxes must be "broken down", i.e., flattened and placed in the dumpster room on the first floor. Under no circumstances may garbage of any kind whatsoever be left in the trash chute rooms or any other common areas or limited common areas.

B. No flammable or hazardous waste may be disposed of on property. Owners, occupants, visitors and guests may not have any flammable fluids, explosives, or articles deemed hazardous in a unit or on property.

- C. Disposal of construction materials, chemicals, paint, oil, large household items, including but not limited to appliances, commodes, sinks, mattresses, box springs, televisions, or furniture and any other items, which may damage the trash chute, compactor or garbage disposal system, is prohibited. Such debris shall not be disposed of on the condominium property. All such debris shall be disposed of in accordance with applicable laws. Notwithstanding the above, large items may be disposed of at the Recreational Office once a month, currently the third Wednesday of every month. Large items for disposal may be placed at the Recreational Office garage door on Tuesday night. Please contact the manager or the Recreational Office for details, more information and to confirm the upcoming collection date.
- D. The waste removal company will not accept mattresses, furniture, stoves, refrigerators, appliances, etc. Fees may be assessed for any improper disposal.

6. **HURRICANE PREPAREDNESS**

- A. Unit owners and tenants are responsible for securing their condominium unit at all times. Owners and tenants shall comply with the Declaration of Condominium requirements governing hurricane preparedness, as well as any instructions provided by the Association during an emergency of any kind, including, but not limited to, fire or other natural disasters.
- B. No unit owner or tenant shall interfere with the Association's efforts to secure the condominium in the event of a tropical storm, hurricane or other emergency of any kind.

7. **MAINTENANCE AND USE RESTRICTIONS**

- A. No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed. The feeding of non-domesticated animals is strictly prohibited.
- B. Condominium units, balconies, and patios must be maintained in good condition by the unit owner, including and designated parking spots.
- C. No unit, common element, or limited common element may be used for an illegal purpose or enterprise of any kind.

- D. Use of common elements or amenities shall be at each individual's risk. The common elements are to be used only for their intended purpose.
- E. Beginning in January 2024, each unit is required to be inspected by the Association annually by a qualified contractor to check for water leaks and to perform HVAC drain line cleaning.

#### **Building Appearance**

- F. Signs advertising a unit for sale or for rent is prohibited. No resident/owner shall display any sign, advertisement or notice of any type from his/her Unit or on any part of the property.
- G. The exterior of a Unit shall not be painted, decorated, or modified in any manner by a unit owner or occupant, except as may be approved in writing by the Recreational Office.
- H. Fasteners, bolts, attachments, tape, or other utilities that deface or scar the exterior or interior of the building common elements or common property are prohibited.

#### **8. BALCONIES AND PATIOS**

- A. Residents shall not let anything fall or be thrown from windows, doors, or balconies. Only rainwater is to flow into drainpipes.
- B. Loud and/or unruly conduct is prohibited on balconies.
- C. Due to fire codes, no fire, torches, charcoal, hibachi, electric, propane or any other source grills may be utilized on the Condominium balconies.
- D. No articles, other than plants, may be visible above railing height.
- E. Balconies are not to be used for general storage of items including, but not limited to, coolers, storage bins, cardboard boxes, construction supplies, and bicycles. Patio furniture and plants are the only items that may be stored or displayed on terraces and balconies.
- F. Nothing shall be hung, suspended from or fixed to any of the railings on the property. Nothing shall be affixed to the walls and ceilings of balconies or patios in such a manner as to damage the exterior surface of the building.

- G. No items, including but not limited to, storage shelves, bicycles, motorcycles, exercise equipment, towels or grills are permitted to be stored, hung or otherwise placed on the balcony, balcony railing, or patio/balcony wall of a condominium unit.
- H. No visible articles shall be hung from balcony railing, including but not limited to towels, clothing or flags.
- I. Notwithstanding the above, towels, wet clothes may be placed behind and below the railings.
- J. Customary patio furniture, accessories, plants and flowers, and the flag of the United States are permitted.
- K. Dead and dying plants are to be removed immediately by the unit owner. No plants, such as vines, shall be permitted to attach themselves to any part of the building exterior.
- L. Balconies and patios shall be kept free from any fire hazard at all times. No items that may be easily relocated by wind or severe weather (i.e. sun umbrella, a canopy) may be stored on balconies, regardless of whether it is secured. In the event of a hurricane or tropical storm warning, ALL items MUST be removed from the balcony IMMEDIATELY. The same applies if any unit is to be left vacant for more than thirty (30) days during the months of June through November of any given year. Owners or residents are responsible for any and all damage to the exterior of the building, or to other units or residents, caused by their failure to remove all items per this section.

9. **PETS**

- A. Not more than two (2) domestic pet (limited to either dogs, cats or other common household pets), not exceeding thirty-five (35) pounds, may be kept in a Unit. Any larger pet registered with the Association as of June 1, 2024, will be grandfathered in as of this date; however, as the grandfathered pet passes, the above restrictions shall be enforced on a prospective basis.

No exotic animals or farm animals may be kept as a pet. A pet registration form along with a color photo of the pet needs to be presented to the Association's management for attachment to the resident census, for each pet residing in a unit. Pet owners must follow all applicable federal, state and local laws, codes and ordinances with respect to their pets. No prohibited breeds are permitted to reside or visit on the condominium



property at any time. All residing and visiting pets must be registered with Pinellas County Animal Services and is current on all shots and vaccines. Proof of such documentation shall be produced to the Association at the time of registration, and annually. Along with the pet registration form, the resident is required to acquire and provide proof of insurance covering personal injuries and property damage caused by such pet.

- B. Unit owners and the owners of the pet are responsible for their pets and it is the pet owner's responsibility to maintain control of their pets at all times. Unit owners will be responsible for any damage to common areas caused by their pets, or by those of tenants or guests. All dogs and cats must be walked on leashes, or carried, and controlled by their owners at all times when outside of the condominium unit. OWNERS MUST CLEAN UP IMMEDIATELY AFTER THEIR PETS AND DISPOSE OF ALL EXCREMENT IN A SEALED PLASTIC BAG PLACED IN A PROPER TRASH RECEPTACLE. Any resident who fails to clean up waste caused by their pet in the common areas, including the courtyard, entryways, lobbies, on individual floors, elevators, or parking lots as well as all walkways, any common area, shall be assessed a fine. When not being walked by their owners or their owner's agent(s), a dog or cat must be confined to the inside of the pet owner's condominium unit and shall not be allowed to remain on the balcony or patio unless the owner is physically present and is directly supervising such pet, or be permitted to make any noises which unreasonably disturbs the peaceful enjoyment of other residents. Pets shall not be allowed to urinate or defecate on balconies, patios, garage areas, walkways or other walkways and solid surface association property.
- C. No resident shall own or possess, or allow anyone else to bring onto the property, a prohibited breed of dogs that the Board has determined are considered to be dangerous. The following breeds of dogs are considered dangerous by the Association's insurance carrier and are prohibited from occupying or visiting any unit or portion of the Condominium Property on this basis: Pit Bull Terrier, Staffordshire Bull Terrier, Rottweiler, Doberman Pinscher, German Shepherd, Wolf Dog Hybrid or any dog displaying the majority of physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.
- D. If any prohibited breeds of dogs are lawfully residing at the condominium and have already been approved by the Association as part of their application as of the date of this Rule change, they will be grandfathered in but will not be allowed to return if their owner vacates or leases the property, or in the event of a death of any dog that is grandfathered conditional upon the pet owner obtaining a pet insurance

policy in the amount of \$10,000.00, and submission of proof of pet insurance to Management and the Board of Directors.

- E. The maximum allowable leash length is six (6) feet. Retractable leashes are not permitted.
- F. No pet or animal that creates a nuisance or health hazard may be housed in a condominium unit or on the condominium property. A determination by the Board of Directors, in its sole discretion, that a pet or animal housed in a condominium unit or on the condominium property creates a nuisance or health hazard will be final and binding upon all interested parties, provided that notice and the opportunity for a hearing has been made available to the pet owner, prior to a final decision by the Board on the removal of the pet.
- G. Pets shall be curbed in the area of the Northeast corner of the Condominium building identified as the "Pet Area". For the pet owner's convenience, the Board has provided a "Pet Station" with disposal materials. Pets are not permitted to urinate or defecate in the courtyard or the front of the condominium building.
- H. Pets are not permitted in the pool or the gated pool area at any time.
- I. Pets must exist the condominium building using either the East or South Exits. Pets are not permitted to exit or enter through the Front (West) of the condominium building.

**10. NOISE**

- A. Loud noises in units or on the common elements that disturb other persons are not permitted at any time. Radios, televisions and other instruments are to be turned down to a minimum volume between 9:00 PM and 8:00 AM Sunday through Thursday, and 10:00 PM and 8:00 AM on Friday and Saturday. The following are examples of loud, disturbing and unnecessary noises and nuisances which shall be prohibited at all times: continual dog barking, horns, noisy vehicles (both motor and music noise), talking loudly on cellular phone in common areas, including balconies, yelling across the courtyard, and television or stereo equipment that can be heard from a neighboring unit. Problems of an immediate nature should be reported to the Association and the City of Clearwater Police Department. Continuing problems of this nature should be reported in writing to the Association c/o Property Manager.

**11. PROPERTY DAMAGE AND WATER LEAKS**

- A. Any damage to the buildings, recreational facilities, equipment or other common elements or emergency repairs required due to negligence, caused by a unit owner, tenant or guest, including a contractor or vendor, will be repaired by the Association at the expense of the unit owner.
- B. Bathrooms and other plumbing shall only be used for their intended purposes. Large objects or debris shall not be flushed down a toilet or placed in any other drain or pipe. The cost of any damage resulting from misuse of plumbing is the sole responsibility of the unit owner causing or responsible for the damage.
- C. Water leaks shall be immediately reported to the Association. Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, A/C units, water heaters and shower stalls inside their respective unit, and for inspecting and maintaining all facilities in good condition at all times to prevent leaks. Water damage, including damage to other units or common elements, caused by leaks within a unit is the responsibility of that unit owner. Any leaking toilets, sinks or other plumbing fixtures should be immediately repaired.
- D. All repairs must be done by a licensed and insured contractor. This license and insurance documentation must be provided to the Management Company prior to work beginning.
- E. All work that requires a permit must be provided to the Management Company prior to work beginning.
- F. In case of water leak/flooding emergency originating in a unit and presenting a threat to any unit, regardless of whether the owner is present at the time of such emergency, the Association or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the causes of such emergency.
- G. Emergency contact information must be provided to the Association by the owner and occupants, and if the Association immediately cannot contact a responsible party to confirm that it should proceed with work to abate a leak or other emergency it may proceed to do so at the expense of the unit owner.

**12. SOLICITATION**

- A. Solicitation, with the exception of Association related business, on the property for any cause, charity, or for any other purpose is prohibited.

**13. SPEED LIMIT AND OPERATION OF MOTOR VEHICLES**

A speed limit of 15 mph on the condominium property must be observed at all times. Residents and their invited guests shall exercise extreme caution when driving on condominium property to insure the safety of other motorists and pedestrians. Violators will be reported to the Clearwater Police Department.

**14. USE OF THE COMMON AREAS**

Running, biking, roller skating, or skate boarding on any common area or walkways will not be permitted on/in Seville Condominium Building 12, property by children or adults at any time and will result in immediate action, not excluding legal action, being taken by the Association.

**15. SUPERVISION OF EMPLOYEES OR CONTRACTORS**

No unit owner (other than a member of the Board of Directors), tenant, or guest is permitted to direct, supervise, or in any manner attempt to assert any direction or control over the employees or contractors working for the Association. Any complaints regarding employees or contractors are to be directed to the Property Manager or the Board of Directors in writing. A unit owner does not have any authority to act for the association by reason of being a unit owner.

**16. UNIT ACCESS**

- A. The Association, through its Officers or any designated Agent, will maintain a pass key to each Unit for emergency access for maintenance or other emergency purposes. In addition to a key (and/ or working door code, Owners must provide the security alarm code and such other information so as to permit the Association unobstructed access when needed. All keys and information obtained will be kept secure by the Association. No Owner, tenant, or occupant of a Unit shall alter any lock or install a new lock in any door leading into the Unit of such Owner without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's Officer or agent with an additional key or access code for the use of the Association pursuant to its right of access to each Unit. Should an Owner fail to provide such a key and all other access information, the Association shall have the right to forcibly enter for purposes provided herein and under the Declaration, and to hold the Owner responsible for all costs and fees, including attorney's fees, arising out of the failure to comply.
- B. Agents/employees of the Association may enter a unit Monday through Friday from 9am to 5pm for purposes permitted under the terms of the Restrictions. Entry will be made by prearrangement with the Unit Owner/Occupant with 48 hours advance notice, unless in the event of an emergency.

17. **VEHICLES, PARKING AND CARPORT RULES AND REGULATIONS**

- A. Parking areas are reserved for passenger cars and motorcycles that are operable and with a current registration. No vehicle unable to move on its own power shall be permitted to remain on the Condominium Property for more than three (3) days.
- B. No commercial or recreational vehicles are allowed anywhere on the property, guest parking or in carports. These include:
  - i. Any vehicles with commercial lettering on the exterior of the vehicle, except when such vehicle is present at the property during a service call, or during an occasional visit to the Condominium to visit a friend or family member. No overnight parking of such vehicles is permitted. Vehicles utilized by law enforcement personnel or governmental employees which have required lettering and/or lights on the vehicle, but which otherwise comply with these rules, will be permitted.
  - ii. Pickup trucks with a carrying capacity in excess of three-fourths (3/4) ton.
  - iii. Trucks, including pickup trucks of any size, which evidence visible uses or modifications for commercial purposes. This includes trucks where items are carried or stored in open view (as opposed to being concealed in a storage box or other approved container). This also includes trucks where any commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle. Occasional use of a truck by a resident for purposes of carrying or hauling items to assist other residents is not prohibited.
- C. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for an emergency (i.e. dead battery, flat tire) with notification to the association. Under no circumstances may a vehicle be left on blocks, jacks, etc. without the vehicle owner being present.
- D. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such a manner as to impede or prevent access to another Owner's parking space or the main path of ingress and egress.
- E. Neither the Association nor the Management Company shall be responsible for any loss, theft, or damage to any vehicle or any articles left inside any vehicle within the parking garage, or subsequent to being towed at the Association's request.
- F. All motor vehicles must be parked within the boundaries of a parking space, head-in parking only. Parking of large vehicles outside of the lines of a parking space on the condominium property is prohibited.

- G. Oversized vehicles and extra-large vehicles which do not fit in a parking space due to excessive height, width or length, are not permitted to park on the condominium property. No commercial or recreational vehicles allowed anywhere on the property. Guest parking and in carports. At no time should an oversized vehicle extend over the white parking lines or the adjacent sidewalk. Large vehicles should be parked in the designated unit parking space, not in the guest parking spaces.
- H. All vehicles, including guests, must be registered with the Management offices. Guest vehicles, upon registration, may remain in a guest space for a maximum of one week. Once registered, the vehicle's owner will be given registration paperwork that must be displayed on their dashboard. All occupants will be required to complete a Vehicle Registration Form, which shall be provided by the Association, for each vehicle they own and kept on Seville Condominium property
- I. All vehicles must display a parking pass, at all times. All vehicles must have current license plates and registrations and be operable on city and state streets.
- J. No more than two (2) vehicles per unit may be assigned a parking pass.

18. **LOSS PREVENTION AND ALLOCATION OF RESPONSIBILITY**

- A. Any damage to the common elements or common areas by the negligence or misuse of owners, occupants, or visitors shall be repaired at the Unit Owner's expense. Each owner/resident shall be personally responsible for the actions of his/her visitors, contractors, and tenants.
- B. Unit owners are required to maintain the interior of the unit, patio and balcony at all times in a manner which would prevent the development of plant growth, weeds, mold, mildew, or similar toxic growth. In the event that mold or mildew or other health-impairing growths occurs in the unit, the condominium parcel owner shall take immediate action to remove the growth, sterilize the unit, and the owner or occupants are also to notify the Association immediately.
- C. If the mold or mildew or other growth causes damage to the portions of the unit which are maintained by the Association, or to common elements, or to any other unit, by the negligence or misuse of owners, occupants, or visitors shall be repaired at the Unit Owner's expense, the costs of all repairs and remediation will be borne by the condominium parcel owner of the unit from which the mold originated

- D. Unit owners are also required to inspect all appliances, water heaters, toilets, showers, and all related hoses and connections on a regular basis in order to insure that these are all in proper working order, in order to prevent any leaks or other incidents which could cause damage to the condominium property. The Association may also inspect appliances and related equipment at such times as the Board of Directors determines appropriate, and the Association is authorized to enter units for this purpose following reasonable notice, and may require owners to undertake maintenance deemed to be appropriate as a preventative measure.
- E. When a unit is expected to be vacant or unoccupied for a period of 48 hours or more, it shall be the responsibility of the unit owner to turn off the water supply to his or her unit, including the water supply to the refrigerator, dishwasher and hot water heater during such period of time, and turn off the electric power to the hot water heater. Additionally, the owner shall run the air conditioning unit during such time to maintain a proper humidity level during such absence, for the purpose of preventing the occurrence of mold or other toxic substances which could occur if moisture enters the unit during such times. Further, the unit owner is to arrange to have someone visit and inspect an unoccupied unit at least once every two weeks, in order to determine whether any leaks or damage has occurred. If any leak or damage is found, the owner and or occupant shall notify the Association immediately.
- F. Any unit owner causing damage to any property in the condominium by reason of the installation, operation, or failure, or breakage of any item, appliance, lines, or equipment located in his/her unit (including fixtures) 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.
- G. If a unit owner (or occupant) contends that the Association is responsible for the repair or replacement of any portion of the unit limited common elements appurtenant to a unit or any personal property located therein, such unit owner must immediately notify the Association of the occurrence of any such damage and allow the Association to inspect this damage before any repairs are undertaken. If emergency repairs must be undertaken before the Association can inspect such damage, the unit owner must take all possible steps to preserve evidence relating to the damage by taking photographs and otherwise documenting the nature and cause of damage incurred. If the Association determines that it may have responsibility for repairing any such damage, but determines that it is not in a position to do the work, the owner must obtain at least two, preferably three, competitive bids or proposals, before seeking to hold the Association responsible for any costs incurred. Such bids and proposals must be retained by the unit owner and provided to the Association in connection with any claim.

19. **LEASING AND GUESTS.**

- A. As provided for in the Declaration, no portion of a Unit (other than an entire Unit) may be leased and no lease or rental of a unit may be made without prior written approval from the Association. The procedures for applications and approvals are set forth below.
- B. No lease or rental can be for a period of less than twelve (12) months and no Unit may be leased in excess of two (2) times per calendar year unless prior written approval is granted by the Association based on circumstances that arose subsequent to execution and approval of the lease (e.g. job transfer). A lease is defined as any permitted occupancy of a unit by someone other than an owner, or a guest that is permitted under the applicable rules and restrictions, where any monetary or other consideration is paid for the right to occupy the unit. This includes not only formal leases, but any type of license or other permission granted to someone other than the owner to occupy a unit in exchange for some consideration to be given to the owner. Further, any occupant of a Unit that resides in the Unit for more than thirty (30) days in a calendar year while the owner is not simultaneously residing in the Unit shall be deemed to be a tenant.
- C. Individual rooms of a Unit may not be leased on any basis. No Unit shall be used as a hotel, temporary housing establishment, AirBnB, VRBO, vacation rental, bed and breakfast facility, assisted living facility, short term rental, or similar establishments. No Unit shall be used as transient housing.
- D. It is not permissible to permit your unit to be lease, rented, or otherwise occupied by someone through AirBnB, VRBO or other similar types of services for a period of less than twelve (12) months. It is also prohibited for any owner to arrange for or permit a unit to be advertised for occupancy for a period of time of less than twelve (12) months, through any type of listing or other arrangement.
- E. The unit owners remain jointly and severally liable with their tenants for all violations, damages, fines, or other situations arising out of the rental of the unit.
- F. Tenants may only occupy and use a unit as a single-family residence. A single family shall include one or more persons who are all related by blood, marriage or legal adoption; or no more than two (2) unrelated persons per bedroom living and cooking together as a single housekeeping unit.
- G. An owner wishing to lease his/her unit shall provide a copy of the rental listing for review at least seven (7) days in advance of a posting of the listing.
- H. All leases shall be subject to prior approval of the Association prior to their execution.



- I. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form or through such system prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed \$150.00. The owner or the intended tenant shall furnish such information as the Association may reasonably require, including a completed application, copy of the proposed lease and lease addendum. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. It shall be the owner's obligation to furnish the tenant with a copy of all pertinent governing documents for the community, including any current Rules and Regulations, and other disclosures required by the Florida Statutes.
- J. Incomplete applications will not be considered.
- K. In the event the Association approves a lease, such approval of a lease shall not release the Unit owner from any obligation under this Declaration.
- L. In the event that a lease is not approved, the lease, occupancy and tenancy shall not be created and the tenant(s) shall not take possession of the Unit.
- M. All applications shall include the Association's lease Addendum which provides that the Occupants(s), Tenant(s) and their guest(s) and invitee(s) must comply with Chapter 718, Florida Statutes and the Association's Restrictions.
- N. Any failure by the owner, occupant, tenant, or any guest of the occupant or tenant to comply with any provision of the Declaration, Articles of Incorporation, Bylaws, or rules and regulations is deemed to be a default under the terms of the lease/occupancy agreement and authorizes the Unit owner to terminate the lease, without liability, and to evict the tenant/occupant in accordance with Florida law.
- O. A Unit Owner who is delinquent in any monetary obligation to the Association may be precluded from renting or leasing his or her Unit.
- P. Reasons for potential disapproval include:
  - 1. any material misrepresentation of fact set forth in the Lease/occupancy Application or Application for Approval of Renewal;
  - 2. any prior conviction, plea of no contest, or plea of guilty, to a crime which involved the use of a firearm within the last ten (10) years;
  - 3. any pending charge involving physical injury to the victim or any sex offense, by any occupant, lessee, tenant or proposed occupant, lessee or tenant, within the last ten (10) years;

4. any conviction, plea of no contest, or plea of guilty to a crime involving theft or a crime of dishonesty, by any occupant, lessee, tenant or proposed occupant, lessee or tenant, within the last five (5) years;
  5. any prior conviction, plea of no contest, or plea of guilty, to a charge of domestic violence, or domestic battery, by any occupant, lessee, tenant or proposed occupant, lessee or tenant, within the last ten (10) years;
  6. by any occupant, lessee, or tenant or proposed occupant, lessee or tenant who is a Registered Sex Offender or Registered Sexual Predator, listed with the FDLE;
  7. the occupancy or rental of any Unit not current with the payment of any monetary obligation owed to the Association, unless all rental payments are remitted directly by the tenant to the Association until owner becomes current on his/her monetary obligation owed to the Association;
  8. any application or lease which indicates that the proposed use of the property would violate the Declaration, any exhibit thereto, or any rule or regulation of the Association;
  9. any application or lease by an occupant, lessee, tenant or proposed occupant, lessee or tenant that previously caused a material violation of the Association's Restrictions, within the past twelve (12) month period; which lead to more than one fine of \$1,000.00 being imposed.
- P. As a condition of approval, the owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the community; shall provide a copy of a current rental insurance policy for the term of the lease, shall contain a provision appointing the Association as agent for the owner, or management company acting on behalf of the owner, so the Association may act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary if the owner or agent fails to take action to address violations, and to collect rent from the tenant if the owner becomes delinquent in the payment of assessments, or any other monetary obligations to the Association, and fails to cure such delinquency within a reasonable time following a demand by the Association. If a Lease Addendum is not executed, any lease which is entered shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit,

that all assessments and other monetary obligations of the unit be current, including late fees and all collection charges, as well as any fines or other monetary obligations.

- Q. It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed lease within ten (10) days after receipt of the application on the prescribed form, with all required information, of its decision.
- R. Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the unit owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.
- S. Communications by tenants directly with the management office should be restricted to emergency maintenance requests, pest control service, or matters relating to non-compliance with the governing documents and Rules as set forth in detail above.
- T. The Property Manager for the Association is not required to speak with any Tenant who is abusive or aggressive in his or her behavior and speech. Management can require any such Tenant to leave the office immediately and/or to only communicate in writing through the Owner or the Owner's representative.
- U. The Association must have a current lease on file for all tenants. If the term of a lease expires, the Owner/Management Agent is required to provide a copy of a proposed lease renewal prior to the expiration of the lease and in any event within 10 days from the expiration of the prior lease. Failure to provide the lease renewal, and obtain approval of such renewal, may result in suspension of use rights, fines, or other sanctions.
- V. If there are additional occupants, or changes in occupancy, following the original approval of the lease, the Management office must be notified by the Owner, Agent, and a new application fee may be required by the Association to screen the new occupant. Failure to notify the Association of changes in occupants may result in the prior lease approval becoming void, and/or in fines or other sanctions.
- W. If any guest occupies a unit for more than 30 consecutive days, or a total of 60 non consecutive days in any consecutive 365 day period, where the unit owner or an approved tenant is present during such occupancy, the guest who is visiting must submit an application for occupancy, and obtain approval, in the same manner as a tenant must be approved. Additionally, in the event any individuals other than those individuals identified on a lease or deed intend to occupy the unit in the absence of the Unit Owner for more than thirty (30) nonconsecutive days or fifteen (15)

consecutive days in any consecutive 365 day period, such individuals are subject to the same approval procedure as a prospective tenant.

- X. For purposes hereof, occupancy of a unit by a person or persons in the absence of the owner or approved tenants, except for the spouse of the owner or tenant, or a person in a significant committed relationship with the owner or tenant (referred to as a "significant other"), or the parents, children, grandparents, grandchildren, brothers or sisters (collectively "immediate family members") of either the owner or tenant, for a period exceeding sixty nonconsecutive (60) days in any twelve-month period, shall be considered to be a lease, and if such lease is permitted under the Declaration, the occupants must be approved pursuant to the same application forms and criteria as exists for the approval of tenants. If such lease is not permitted under the Declaration, the person or persons in the unit in the absence of the owner, must vacate the unit. However, the occupancy by an immediate family member, spouse or significant other over the age of 18 must still be approved by the Association following the receipt of an application.
- Y. Applications for such guest occupancies shall be submitted in advance of the time where the guest will exceed the 30-day or 60-day time limit. The owner and/or approved tenant who authorize such guest occupancy will be responsible for any violations or damages caused by any such guest(s). As used in these rules, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit, and who are not providing any payment or other consideration in exchange for their occupancy of the unit. Immediate family members who are not residing at the unit on a permanent or semi-permanent basis are also classified as guests.
- Z. In the event any guests or visitors violate the Association's governing documents including these rules, the Association may prohibit such guests from visiting the property.

**20. SALE OF UNIT.**

- A. Prior approval of sales is required. Prior to a sale, the unit owner is required to notify the Association and the Building Management Company, in writing, of the person to whom the proposed sale is to be made. The potential purchaser shall complete and submit any and all forms required by the Association, prior to the sale. An owner wishing to sell his/her unit shall provide a copy of the proposed listing for review by the Board of Directors and management, at least seven (7) days prior to posting of the listing.

- B. The Seller of a Unit must insure that the Buyers have received a copy of these Rules and the other governing documents of the Association, and that any occupancy intended by the Buyers will comply with all Rules and Restrictions.
- C. Prior to closing, the buyer is required to make an appointment with the Association and the Association's designated management for an orientation.
- D. Upon approval and completion of closing, the Association must promptly receive a copy of the Deed transferring title to the Unit, as well as contact information for the new Owners, an address where correspondence and other notices from the Association and the Building Management Company are to be sent must also be provided at this time.
- E. The buyer is required to provide a copy of the warranty deed to the Association and the Building Management Company, as well as proof of homeowner's insurance or renter's insurance, immediately upon closing.
- F. Pursuant to Section 25.2 of the Declaration a unit owner may not purchase more than three (3) units, without prior written approval of 75% of the voting members of the Association.

**21. INSURANCE.**

- A. All improvements or additions to the condominium property that benefit fewer than all Unit Owners, and which are not required to be insured by the Association pursuant to Florida Statute Section 718.111(11), shall be insured by the Unit Owner or Owners having the use thereof through an HO-6 or other similar type policy.
- B. Each Unit Owner shall provide evidence of a current policy providing peril and liability insurance upon transfer of title. Such evidence of an effective policy of peril and liability insurance shall be maintained and updated with Association management annually. Upon the failure of an Owner to provide a certificate of insurance issued by an insurer approved to write such insurance in the state of Florida within thirty (30) days after the date on which a written request is delivered, the Association may purchase a policy of insurance on behalf of a Unit Owner.
- C. The cost of such a policy, together with reconstruction costs undertaken by the Association but which are the responsibility of the Unit Owner, may be collected in the manner provided for the collection of assessments in this Declaration and Florida Statute Section 718.116.

**22. FINING, PENALTIES AND ENFORCEMENT**


The Board of Directors or its appointed agents are charged with determining whether there is probable cause that any of the provisions of the Declaration, the Bylaws, or the Rules and Regulations of the Association have been violated.

In the event of a violation, the Association may proceed with enforcement of these rules and regulations and violations of the Declaration, in accordance with the Declaration, Chapter 718 of the Florida Statutes, and the Association's adopted enforcement policy.


### Laundry Room

1. Laundry room hours are 7:00 AM – 10:00 PM. As a courtesy to others, kindly shut the door when utilizing the machines before 9:00 AM or after 7:00 PM.
2. Be courteous to others and empty your machines on time.
3. Please clean washers after use and remove lint from dryers.
4. Any item left in the laundry room after 24 hours may be discarded by maintenance.
5. Do not overload the washer or dryer.

The above RULES AND REGULATIONS were adopted and approved by the Board on 6/25, 2024 at a duly called meeting of the Board at which a quorum was present, in accordance with the By-laws, and Chapter 718 of the Florida Statutes, and amends and supersedes any prior or inconsistent rules.

  
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Christopher Crerar, President

Date 6/25/24  
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PATRICK CURRAN, SECRETARY

Date 10/2/24  
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