

SUNSET BAY CONDOMINIUM ASSOCIATION

225 S. Tropical Trail, Merritt Island, FL 32952

Managed by: PRECISION PROPERTY MANAGEMENT SOLUTIONS, INC.

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SUNSET BAY CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Updated August 2022

Under the Authority of Article 4.4 of the Declaration of Condominium the Board of Directors (BOD) may from time-to-time revise and/or add new Rules and Regulations to address new issues or to make changes to existing Rules and Regulations. These revised Rules and Regulations were approved and adopted by the Board of Directors on November 23rd, 2021. They are intended to maintain the value of our property and to ensure the quality of life that is anticipated and expected in a well-maintained residential community. The Rules and Regulations are in addition to and are consistent with the provisions as set forth in the Declaration of Condominium for Sunset Bay. These Rules and Regulations supersede and replace any and all Rules and Regulations published and issued prior to the above date of adoption. The Condominium Documents provide that each unit owner is a member of the Association, thus providing certain rights and requiring certain duties and obligations. Each owner is entitled to quiet enjoyment of his or her property and the appurtenant limited common elements without any undue interference or disturbance from other owners or guests. To this end, each individual owner must do his or her share to ensure this right is protected and to cooperate fully in order to maintain the quality of our common financial investment. We urge you to participate in this joint responsibility by following these Rules and Regulations and contributing your support in our efforts. If you feel that compliance with any of these rules is being overlooked, please bring it to the attention of the Association's property management company or to the Board of Directors in writing. Unit owners/residents are hereby advised that failure to correct a violation in a timely manner may result in the Board pursuing legal action to force compliance. Sunset Bay is currently managed by Precision Property Management Solutions, Inc. Unit Owners having complaints or requiring common element maintenance/repairs should complete an "Attention Form" located in the clubhouse and return it to the office for follow up action. An email may be sent to the Office Administrator in lieu of the form. All emergencies should be immediately reported to Precision Property Management Solutions or a Board member. Please feel free to contact Precision Property Management Solutions, Inc. at any time should you have any questions or concerns. Contact information is listed above. Employees of the management, maintenance, and any vendor on site are not to be given instructions or direction by any resident under any circumstances. Maintenance requests and other concerns must be processed through management. The Board and management shall be solely responsible for directing and supervising employees of the Association.

A. USE AND APPEARANCE OF INDIVIDUAL UNITS

1. Maximum occupancy is two (2) people per unit of the efficiencies and one-bedroom units and four (4) people per unit of the two-bedroom units, in accordance with the Sunset Bay Condominium Declarations. An Owner Information form or Renter Information form must be filed with management. All resident's names must be registered with the Association.
2. Individual dwelling units and common area facilities shall not be used for any business purpose or any commercial purpose. Units are to be used for the express purpose of a residential, single-family home.
3. Individual units must not be used for any illegal purposes, and residents should report such instances when suspected immediately to the Association Management Office. Any Resident with reasonable proof of illegal activity should report it to the local police department.
4. No resident is permitted to use his/her condominium in any way that would create an insurance risk or in a manner that will endanger others.
5. Placement of exterior ornamentation onto **STUCCO or WOOD** surfaces is not permitted. Seasonal/holiday ornaments on windows, doors, railings and patios must be removed within a week after the end of the holiday.
6. Any alteration of common areas or limited common elements is not allowed. Front doors may be painted by the resident using paint provided by the Association. Paint is available for check out from the Office; residents will be required to sign an agreement regarding the proper painting procedure.
7. **STRUCTURAL FRAMING WITHIN ANY UNIT MUST NOT BE ALTERED IN ANY WAY.** Any owner found to have altered the framing within their unit will be responsible for all costs required to return the unit to its original condition.
8. All units must have some type of curtain or blinds installed to cover each window and glass sliding doors. The Board may determine if window coverings are inappropriate and the owner shall be responsible for replacement. Screens should be replaced when torn, ripped or are unsightly. No unit shall have any reflective or tinted substance placed on any windows or doors. No unsightly materials may be placed on windows or glass doors or be visible through such windows or glass doors. Taping the inside of the windows for hurricane preparation is discouraged.
9. No plants are allowed on any balcony railing. If plants are desired on outside balconies, they must have the benefit of an apparatus to catch and hold standing water. No plants or other items should obstruct passage/exit to steps at any time or in breezeways. Nothing can be affixed to common elements.
10. No linens, rags, clothing, shoes, bathing suits, swimwear, curtains, rugs, mops, or laundry of any kind shall be shaken or hung from any of the windows, doors, railings, or other portions of the condominium association property. No clotheslines of any type shall be permitted on the common elements. Mops, brooms and clutter must be stored inside the unit and not around entranceways in breezeways or on back balconies. All parts of the condominium shall be kept in clean and sanitary conditions and no rubbish, refuse and/or garbage shall be allowed to exist. No trash bags are to be left outside the front door at **ANY TIME**. Fire and Safety Laws mandate that all hallways, stairways, and doorways be kept clear at all times. Balconies, patios and breezeways must be kept neat and orderly. Residents are not allowed to use areas under stairwells, outside front doors, or on balconies for storage of items such as bicycles, kayaks, canoes, grills, etc. No articles other than patio-type furniture shall be placed on balconies.

B. EMERGENCIES AND TENANT ABSENCE

1. Pursuant to Florida Statutes, Chapter 718.111(5), Fla. Stat., 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 or as necessary to prevent damage to the common elements or to a unit or units. Residents must provide the Association with emergency contact numbers for the unit owner and/or occupant and the local unit caretaker, a trusted friend, neighbor or agent to act on behalf of the unit owner whenever access to a unit is required during resident absences. All residents must furnish a duplicate key for the unit to the Association, or make immediate access available by lockbox code or other methods. These keys and codes will be kept under control onsite by management. In the event that a resident neglects or refuses to provide a key to the Association; management will give the best practical notice under the circumstances and may then enter the unit by whatever means necessary. If the unit's lock becomes damaged in such a circumstance, management will secure the unit with a new lock at the expense of the unit owner.
2. When leaving town for 2 or more days, residents must turn off the water to their respective units to minimize damage from potential water leakage. You should also designate a local unit caretaker, such as a neighbor or family member, when you are away. The caretaker must have a key to the unit and management must be provided in writing with the name and contact information of the local unit caretaker. Management shall contact this local unit caretaker in case of emergencies.
3. Residents that will be absent during the hurricane season must prepare their unit prior to their departure. Remove all items on the back patio/balcony that could be thrown around during high winds. If the resident has someone checking their unit after named storms, provide this information to the office in case the office needs to contact them directly for issues.

C. OUTDOORS

1. Functioning registered bicycles and kayaks may be stored ONLY in the designated garages; they are not allowed to be stored anywhere else on the property. Additional kayak storage is available in the maintenance yard. All bicycles/kayaks/canoes **MUST** be registered with the office and have a decal applied to them. Storage of all items is at the owner's risk; Association is not responsible for theft or damage.
2. Sunset Bay does not have a supervised play area for children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the condominium property. All children under fourteen (14) years of age **MUST** be accompanied by a responsible adult over the age of eighteen (18) when entering and/or utilizing the recreational facilities. Parents will be held responsible for any damage caused by the children. All recreational areas are to be used for their intended purpose only.
3. No sign, notice, advertisement, or other graphics or lettering may be placed in or on any window or in or on any exterior surface of any condominium or on the common elements. This includes displays of "For Sale/Rent" or "Property Maintained by..." signs or advertising of any kind. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building.
4. No "Garage/Yard Sale" is allowed on the grass, sidewalks or common areas. A community garage/yard sale may be conducted in the clubhouse with the Board of Directors approval.
5. Fireworks are strictly prohibited from use on any part of Sunset Bay Property.
6. For sanitary reasons, no feeding of ducks, birds, feral cats or squirrels is allowed. **NO BIRD FEEDERS ALLOWED**
7. Use of electric, charcoal or propane gas grills on the patios or balconies is strictly prohibited by law. All open fire cooking must be done at least ten (10) feet from the building. Several charcoal grills are provided

throughout the property for resident's use. Grills are to be attended by a responsible adult at all times when in use. Hot coals must be fully extinguished and not left unattended to burn out on their own. Users must clean up the grill and area after use.

D. PETS

1. Class of permitted pets include domesticated cats, dogs, small birds and fish; provided they are not being kept, bred or maintained for commercial use. Any other type of animal, reptile, or wildlife is not allowed on the property. Animals considered by the Board of Directors to be dangerous or a nuisance are not allowed, including certain breeds of dogs. Dogs and cats shall not be permitted outside of their owner's unit unless attended by a responsible person over the age of 14 and on a leash not more than six (6) feet long as required under the Brevard County Pet Ordinance. No pets shall be allowed in or on common area facilities.
2. Brevard County Ordinance mandates animal defecation must be picked up immediately. Animals must not be allowed to eliminate on trees, bushes, or ornamental plants except in the permitted areas, designated by posted signs. Pet stations are provided throughout the community, please deposit pet bags in these trash containers or in the trash compactor. All pets must be registered with management and the Association office. No more than two (2) domesticated pets per unit is allowed. The registration requirement shall apply to all Residents currently owning pets and current Residents shall have sixty (60) days from the date of adoption of this rule to register their current pets.
3. Pets must not be left unattended on patios or breezeways for extended periods of time. Noisy animals that bark, howl, whine, yip, etc. consistently or for prolonged periods of time are considered a nuisance and may be required to be permanently removed from the property.
4. Service/Emotional Support Animals-Documents must be provided to the office for the files showing these classifications.

E. UNIT MAINTENANCE

1. Unit owners are solely responsible for maintaining, repairing and replacing their air conditioner and heating systems and related equipment both inside and outside the unit. Such maintenance includes keeping condensate lines clear by pouring vinegar or another product designed for such purpose into the drain line at regular intervals. It is highly recommended that owners have a float-type shut off valve installed to prevent overflow. Damage caused to other units as a result of condensate drain overflow is the responsibility of the unit owner.
2. All piping that serves ONE unit is the responsibility of that unit owner, regardless of where it is located (inside walls, underground, in neighbor's unit, etc.) The Association is responsible only for piping that serves more than one unit; such as a main drain pipe. It is highly recommended that you regularly check your piping for leakage; any damage caused by a pipe leak in your unit will be the unit owner's responsibility.
3. Section 3.2 of the Declaration defines the unit boundaries. The perimeter boundaries extend to the back of the drywall, meaning drywall is part of the Unit and the Unit Owner's maintenance responsibility.
4. Residents must leave the air conditioning unit on to a maximum of 78 degrees F or less to minimize humidity in the unit. The Unit owner should monitor the unit periodically for mold and mildew and take corrective action when detected.

5. It is a requirement of Florida state law that all condo unit owners maintain home owner's insurance on their unit.
6. Residents are responsible for pest control inside their units. An effective insect control program for each unit is required. If the resident desires service from the Association's contracted pest control company, please contact management for contact information.
7. Do not pour grease or oil into sinks or toilets. Damage resulting from a blockage within the unit or to other portions of the property will be the responsibility of the unit owner.
8. Remodeling or making improvements to units is subject to county building department permitting and inspection as required by law. Additionally, any modifications that are visible on the outside of the unit or **IN ANY WAY** affects adjacent units must be approved by the Architectural Review Committee (ARC.) This includes but is not limited to windows, doors, and flooring. The replacement of flooring in any unit above the ground level is considered a modification requiring ARC approval. Flooring type greatly impacts noise level for the unit below, and care must be taken to install flooring with a product and method designed to reduce sound transmission. All flooring must have a minimum ¾" thick structural underlayment. New flooring must have a waterproof membrane and a sound abatement underlayment (such as Eco Silent Sound HD) that meets or exceeds a Sound Transmission Class (STC) of 55. The owner must complete an ARC application and submit it to the Association for approval from the Board, which is the acting ARC.
9. Residents must keep windows and patio doors closed during rainy weather to prevent water infiltration to the building.

F. NOISE RESTRICTIONS/QUIET ENJOYMENT

1. Operation of washing machines, dryers, dishwashers, garbage disposals, vacuum cleaners, exercise equipment, or any other noise making activity is **STRICTLY PROHIBITED** after 10:00 p.m. and before 8:00 a.m.
2. No owner or lessee shall make or permit noise that will disturb or annoy the occupants of any other unit or do or permit to be done anything that will interfere with the rights, comfort or convenience of other residents. Nothing should be done in or about the building which interferes with the rights, comfort or convenience of any other resident. Residents are entirely responsible for the conduct of their guests. Loud noises, abusive language, inappropriate conduct, noticeable drunkenness and/or illegal drug usage shall be promptly reported to the Sheriff's Dept. The Association maintains a "zero tolerance" policy toward illegal, unsocial, or hostile conduct; and will prosecute to the fullest extent of the law in all instances. It is expected that conflicts between residents be resolved between residents, including calling the Sheriff's Dept. The BOD is not legally obligated to intercede in private disputes between residents except in unusual circumstances or in circumstances where residents in multiple units are adversely impacted.
3. Stereos, TV, and musical instruments must be kept to a level not able to be heard outside of the originating unit. Car stereos must not be heard outside of the car, especially when the car is not moving. No resident may allow any noise making activity to be a cause of annoyance to other residents, DAY or NIGHT. Radios or stereos at poolside or other common areas must not be loud enough to annoy other residents in surrounding areas.

G. USE OF TRASH COMPACTOR

1. Only trash in a kitchen garbage bag may be deposited in the trash compactor. The door **MUST** be fully closed after trash is deposited in order to activate the compactor.

2. No cardboard boxes, furniture, carpeting, rugs, appliances, curtain rods, auto batteries or parts, paint, household chemicals, or other hazardous items shall be placed in the dumpster. Cardboard boxes must be flattened and put in the recycle bins.
3. **ABSOLUTELY NO CONSTRUCTION DEBRIS IS ALLOWED IN THE COMPACTOR.** All construction trash is to be hauled off site by the contractor, unit owner, or resident.
4. Oversized items must be left in the “bulk” area located in the maintenance yard.
5. When disposing of any size furniture or appliance, you must make arrangements with the Association Management Office for disposal. If a special pick-up is required, the cost will be the responsibility of the Unit Owner.
6. Courtesy is expected to those living close to the compactor regarding noise. Refrain from using the compactor between the hours of 10 pm and 7 am.

H. KEYS

1. Unit and mailbox keys are the responsibility of the unit owner. New residents should have the locks changed to the mailbox. The Association’s maintenance provides this service at a cost of \$30. Replacements for lost mailbox keys and change of mailbox locks must be obtained through management during business hours at a cost of \$30. Mailbox locations are assigned by management.
2. Only **ONE** amenity key per unit is permitted. A Unit Owner who leases out their unit is responsible to provide their amenity key to the tenant. Upon lease termination, the unit owner is responsible for collecting the amenity key from the tenant. Any Unit Owner who sells their unit(s) must return the amenity key to the office.
3. The Association monitors key distribution for the property’s amenity facilities. Each unit owner has been provided with one key that unlocks the workout room, clubhouse, all pool gates, restroom doors, and maintenance yard gate. This key must be returned to the owner of the unit or the Association office at the time of lease termination or the sale of a unit. There will be a nonrefundable \$100.00 charge for replacement of lost amenity keys. Replacement keys can only be obtained by the **OWNER** of the unit. The amenity locks are proprietary and may not be copied; replacements must be obtained from management.

I. USE OF CLUBHOUSE, EXERCISE ROOM, TENNIS COURTS AND OTHER COMMON AREA PROPERTY

1. The amenity key to common areas is to be maintained by an adult resident only, and not to be used by any other persons but residents and authorized guests. If requested, residents/guests must show proof that they are in possession of a valid facility key. Guests may be asked to identify themselves and give the name and unit number of their host. Failure to provide requested information may result in the person or persons being asked to leave. Trespassing will be enforced by the Brevard County Sheriff Department.
2. The pool, clubhouse, exercise room, and tennis courts, shall be used only for the purpose for which such facilities were designed. Please be advised that the clubhouse, surrounding pool area, maintenance area, and exercise room are all monitored by 24-hour video surveillance. Unit owners or tenants causing any damage will be responsible for payment to cure and repair to the original condition.
3. The clubhouse, exercise room, dock, and tennis courts will be open from 8:00 a.m. to 10:00 p.m. daily. The Association reserves the right to close any of the facilities at any time for maintenance or emergency reasons.
4. The clubhouse is the only facility that can be reserved in advance and used for private parties. Check with management for availability. Clubhouse occupancy is thirty-five (35) persons.

5. No person under the age of 14 shall use the tennis courts, clubhouse or exercise equipment unless he or she is accompanied and supervised by a responsible resident or authorized guest over the age of 18.
6. Restrooms in the common areas shall be maintained in a clean condition by all users.
7. No person shall smoke or otherwise use any tobacco products inside common area buildings at any time.
8. Residents must report any damage to common facilities to the Association Management Office immediately, especially if it presents a safety hazard to other property or people.
9. The dock area is rated for a maximum load of 15 persons. Boats, canoes, or kayaks may not be tied to the dock at any time. Fishing from the dock is allowed; please do not clean fish on the dock or picnic tables.
10. There is a fire pit area available for use by residents. Fire wood shall be provided by the user and excess wood should be removed from the area when leaving. Flame height may not exceed the top of the fire ring per Fire Ordinance Codes. Fires must be supervised by a responsible adult at all times. Fires must be **FULLY** extinguished before leaving the area. Fire pit area shall be closed at midnight.
11. Tennis courts are for playing tennis and basketball and are not to be used for roller-skating, skateboarding, or bicycle riding.
12. No ball playing in the parking lots, stairs, or landings.
13. No skateboarding, roller-skating or bicycle riding on sidewalks and other common areas except in parking areas.
14. Exercise Room is to be used at your own risk. Please clean equipment surfaces after each use. Dangerous horseplay, running, etc. is prohibited. Please help maintain the cleanliness of the exercise room and restroom. Report any equipment failure or misuse of facilities to the office immediately.

J. POOL RULES

1. Pool and hot tub shall close to swimming between dusk and dawn.
2. No person under the age of 14 shall use the pool unless he or she is accompanied and supervised by a responsible resident or authorized guest over the age of 18.
3. Each resident may have no more than two (2) guests at the pool at any given time. All guests must be accompanied by a resident of Sunset Bay. Guests that are not accompanied will be asked to leave immediately by management or Brevard County Sheriff's Office. If a resident has a guest(s) that is staying for an extended period, the resident may register the guest(s) with the Association Management Office; whereby the guest(s) will be allowed to use the common area facilities unaccompanied for the length of their visit (providing they are 18 years or older.)
4. No more than thirty (30) persons shall occupy the pool at any one time. No more than five (5) persons shall occupy the spa at any one time. No more than sixty-eight (68) persons shall occupy the pool deck at any one time.
5. The pool safety equipment (life preservers, nets, hooks, etc.) shall not be used for recreational purposes.
6. No person wearing diapers, regardless of age, is permitted in the pool. Non-toilet trained persons must wear plastic pants or disposable swim pants. (Huggies little swimmers/Pampers splashers/reusable swim diapers).

7. If you have an open wound or infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, or bandages of any kind, **DO NOT GO INTO THE POOL**.
8. Proper swimming attire is required in the pool. Persons wearing jeans, cutoffs, or other street attire are not allowed in the pool. No "skinny dipping" is allowed!
9. Diving, jumping, running, roughhousing or other similar activity shall not be allowed in or around the pool.
10. No floats, balls, paddles, frisbees or similar recreational equipment shall be allowed in or around the pool if they are an annoyance to other pool users or if the pool is crowded.
11. **NO GLASS CONTAINERS** are allowed on the deck or pool area; food/cigarettes are prohibited on the pool edge or in the pool.
12. No animals are allowed in the enclosed pool area, nor any common area building, except documented and approved service animals.
13. No person shall wear a wet bathing suit in the interior of any common area building.
14. **ALL POOL GATES MUST** remain **CLOSED and LOCKED** at all times per Florida state law. Anyone caught tampering with the locks to the pool gates will lose their amenity access rights, possibly have fines assessed against them or their host, or even be prosecuted by the law.

K. VEHICLES

1. Vehicles must be properly registered, have current registration tags, and a visible parking permit decal.
2. Any changes or additions to vehicle ownership or registration **MUST** be reported to the office immediately.
3. Vehicles must be in good working order; no vehicle repairs may be done on premises, including oil changes. Flat tires must be fixed immediately. An emergency minor repair that is done to allow a vehicle to be moved is permitted, but must be performed immediately before moving the vehicle.
4. Non-operable, abandoned, or unauthorized vehicles are not permitted on premises. The definition of non-operable, abandoned, or unauthorized vehicles shall be liberally applied in favor of the Association. Vehicles causing damage to association property, such as leaking gas or oil, shall not be permitted. Vehicles not registered with the Association, that are illegally parked, or are obviously not able to be driven are subject to immediate towing.
5. Commercial vehicles having an overall length in excess of 23 feet may not be parked within Sunset Bay.
6. Residents who drive company cars or small trucks or other commercial vehicles displaying advertising must have prior written authorization from the Association to park on the premises on a regular basis.
7. Golf carts, LSV's, ATV's and other similar off-road vehicles are prohibited from use on Sunset Bay property with the exception that management, maintenance, and contractors may operate such vehicles as authorized by the Association.
8. Observance of posted speed limits and posted stop signs within the community is required.
9. Vehicle noise levels must be minimized. Vehicle exhaust systems must be in working order; no racing or "revving" engines are allowed on condominium property.
10. Washing of vehicles is restricted to the designated car wash area **ONLY**. Detailing your vehicle (inside or out) must be conducted at or near the car wash area only, including mobile detailing services.

L. PARKING

1. Parking anywhere on Sunset Bay property is **PERMITTED PARKING** only. Residents are required to obtain a parking permit for their vehicle from management. Non-permitted vehicles are subject to towing.
2. To obtain a parking permit sticker, residents must provide proof of residency (copy of deed or lease,) driver's license, and current vehicle registration to the Office Administrator. The vehicle description, tag number, and registration will be recorded in the unit file and the coded parking permit sticker will be issued. A maximum of 2 permits shall be granted per unit, except in special situations as approved by the Association. Renters must be named on the lease in order to obtain a parking permit.
3. Visitor parking permits are to be used by ALL guests parking at Sunset Bay for the duration of their stay. Residents may obtain Visitor permits from the management office. Visitor permits are for temporary use up to 30 days maximum. Visitors may not park in spaces designated as "Resident."
4. Parking is on a first come-first served basis. There are no reserved parking spaces.
5. Back-in parking is permitted so long as it is not encroaching on landscaping or covering a walkway.
6. Cars may be covered with fitted manufactured car covers only; not tarps or other plastic covering. Covered cars should be parked in the outer perimeter of the community, not in front of the buildings. Covered cars are subject to inspection by maintenance to ensure it is operable and properly permitted.
7. All vehicles parked within Sunset Bay community are parked at owner's risk. The Association is not responsible for damages, vandalism, or theft to vehicles.
8. Vehicles in parking lots may not have a canoe, kayak, or boat on top of or in their vehicle for more than a 24-hour period. All canoes and kayaks must be stored in the maintenance yard or garages.
9. The Towing Company is Paul's Towing; 321-510-TOWS. Rates are determined by Brevard County Ordinance.

M. MAINTENANCE YARD PARKING

1. Boat and utility trailers must be parked in the maintenance yard only. These vehicles shall not be parked in residential parking areas at any time, except for loading and unloading (not to exceed 4 hours.)
2. Parking spaces in the maintenance yard are made available to residents on a first come, first serve basis. A permit must be obtained from the Office Administrator. An owner who has leased his unit forfeits his rights to use the maintenance yard for parking a trailer. Only those tenants that are named on a lease will be allowed to use the storage area.
3. All vehicles parking in the maintenance yard shall have a current registration displayed and valid insurance coverage.
4. All vehicles in the yard must be maintained free from mold, mildew and excessive rust. Paint and coverings shall be in good condition. Boats should have a well fitted cover or tarp to avoid collection of water, leaves and other debris.
5. Any item parked in the yard shall be parked at the owner's sole risk; the Association is not liable for theft, vandalism, or damages.
6. No person shall utilize any vehicle in the maintenance yard for sleeping accommodations at any time.

N. LEASING OF UNITS

1. No lease or rental of a unit shall be for a period of less than three (3) months, and no unit may be leased more than four (4) times, including renewals, in any calendar year.
2. All leases shall be in writing and shall state who is permitted to reside in the unit. An executed copy of the lease or rental agreement, a completed renter profile form, a gate code sheet, emergency contact information, and owner or management company contact info must be filed in the Association's office 10 days BEFORE the tenant moves in.
3. Owners or their representative are responsible for providing an amenity key to the tenant. If the owner failed to obtain the key from the previous tenant, a replacement may be obtained by the owner from management at a cost of \$100 nonrefundable.
4. This is a gated community, and all residents will receive their own gate code once they have registered with the office. Their names will also be added into the gate directory for guests to locate them. They will have the ability to open the gate from their personal phones so that gate codes are not shared or given out. Guests will simply need to follow the instructions provided at the gate to gain entry. This process must be followed and codes not given out to ensure the safety of the community. Clicker-type openers are also available for \$50 nonrefundable. See office for details.
5. Sub-leasing or the assignment of the lease of any unit is prohibited. No rooms may be rented, and no transient tenants may be accommodated. This includes AirBnB, VRBO, and other similar vacation rental services. Corporate leases must have each person living in the unit assigned to a lease with their expected dates of occupancy.
6. When unit owners lease their units, they give up all rights to use the Association's common elements and recreational facilities, except as guests of other lawful residents.
7. No lease of a unit shall release or discharge the unit owner from the obligation to comply with the Condominium Documents and these rules and regulations. Tenants are also obligated to abide by all Condo documents.
8. Unit Owners using outside management services for renting purposes must notify those agencies of the rental guidelines set forth. All such agencies must notify the Association which units they are managing, and provide contact information for the unit manager.

O. MAINTENANCE/ASSESSMENT FEES

1. Maintenance/Assessment fees are due the 1st day of each month. If not paid by the 10th of the month, Unit Owner will incur a \$25.00 late charge.
2. Pursuant to Florida Statutes 718.116, any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

P. VIOLATION OF RULES AND REGULATIONS

1. Pursuant to the Condominium Documents, Owners are responsible for their actions, as well as the action of their guests, renters and renter's guests. Any costs incurred by the Association for any damage to common areas, caused by an Owner, their guest, their renters or their renter's guests, will be assessed to the Owner.
2. When a violation occurs (except for parking non-decal vehicles illegally), the Board of Directors or its Agent will take the following steps. Please note, if the offending party is a tenant per lease, a copy of all Notices will also be sent to the Owner of the unit or their Agent:

- 1) A "First Friendly Letter" will be sent to the offending party advising them of the violations and asking that the situation be remedied immediately.
- 2) A "Second Reminder Notice" will be sent, asking again that the situation be remedied immediately and advising the offender that if the offense continues, the matter will be turned over to the Association's Board of Directors for further action.
- 3) An "**INTENT TO FINE NOTICE**" will be sent stating the date that the fine **PER DAY** will begin unless the violation is corrected. This letter will also inform the violating party of their right to a hearing before a committee. Violations which are not corrected through this process may be remedied by the Association by Chapter 718, Florida Statutes (Florida Condo Act) and legal means, and the Association shall be entitled to recover in said actions any and all costs incurred by it, together with reasonable attorneys' fees against any person violating the Rules and Regulations. MRS 11-23-2021