

# **RULES AND REGULATIONS**

(Amended 3/19/2021)

THE SECOND BAYSHORE CONDOMINIUM ASSOCIATION, INC. (DC 11.5)

The following restrictions shall apply to and bind the Condominium owners, Condominium Units and Condominium parcels, to wit:

Unit occupants must abide by all rules and regulations promulgated by the Board of Directors concerning occupancy and use of the Condominium Units, Condominium Property and Common Elements. (DC 14.11)

(1) All Condominium Units shall be and remain of like exterior design, shape, color and appearance as other condominium Units except exterior doors, which must be white only.

(DC 14.5)

(2) Unit owners must obtain prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; evacuation; access to Building roofs; removal, modification or relocation of any interior load-bearing walls; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the condominium property as determined by the board. The Association may condition such approval on criteria, as the board deems reasonable. Further, Unit owners must, at all times, insure that all contractors and other persons performing services for the Unit or owners are properly licensed and insured, including worker's compensation insurance. The Unit owners shall hold the association harmless from any claim of any nature arising out of failure to comply with this requirement. (DC 9.3)

(3) No owner may lease his or her Unit during the first year of ownership. Thereafter, any owner wishing to lease a Unit must notify the board of directors in writing at least 30 days prior to the intended lease term and submit a copy of the proposed lease, including the name of the proposed lessee (s) and occupants. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The association shall have 30 days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessee(s) or occupants. The Association shall give the Unit owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of three (3) months and for a

maximum period of one (1) year. If approved, Units may be leased no more than one time from 10/1 through 9/30 each year. Leases may be renewed, subject to Board approval. (DC 15.1)

(4) Leasing is defined as occupancy of the Unit by any person other than the Unit owner for periods of more than thirty (30) consecutive days or more than an aggregate of sixty days in any calendar year, whether pursuant to verbal or written agreement, and regardless of whether said occupancy by the non-owner involves consideration, (the payment of money, the exchange of goods or services, etc.). The term “leasing” and “renting” are used interchangeably. The term “tenant” and “lessee” shall likewise be used interchangeably. All leases must be in writing.

(DC 15)

(5) If visitors will occupy your condominium while you are not in residence a **NOTIFICATION OF OCCUPANCY** form **must** be received by the Board of Directors no less than fourteen (14) days prior to their arrival.

(6) Unit owners are required to purchase and maintain adequate insurance coverage as follows: Flood insurance, excess to the Association’s coverage is optional. Unit owners are required to carry basic hazard and liability insurance. Such insurance must include liability coverage of at least \$300,000 for injury to persons or property occurring within the Unit, the limited common elements, or claims involving the Unit owner’s family members, tenants, guests, invitees and Unit occupants. Unit owners must also obtain and maintain hazard insurance to provide for the Unit owner’s having adequate insurance to rebuild the interior of the condominium premises, and any other items the owner is obliged to reconstruct after casualty in the event of a casualty loss. The Board may require that Unit owners carry such insurance. The Association shall be named additional insured and loss payee on all hazard and liability policies obtained by the Unit owner pertaining to the Unit. (DC 12.8)

(7) When damage is caused to the Condominium Elements, Association Property or to other Units, the owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including up to \$500.00 of the deductible) provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards & conditions. (DC 9.5)

(8) The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be cause by mold. (DC 11.11.1)

1. Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold, which can then be spread to other areas of the Unit.

2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

3. Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

4. Raise the temperature in areas where moisture condenses on surfaces and open doors between rooms to increase circulation in the Unit including doors and closets.

5. Have major appliances (e.g. furnaces, heat pumps, central air conditioners, Ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional. All appliances must be used and maintained in their designed manner. Alterations that circumvent the designed function of the appliance are prohibited.

6. Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

7. Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discoloration or wet spots. Take notice of musty odors and any visible signs of mold.

8. Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

9. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

10. If standing or excessive water is found, remove or seek professional help to remove it.

11. Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

12. Regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains, tub and showers.

(9) Functioning smoke detectors and fire extinguishers are required in all condominium Units. A functioning smoke detector is required in each sleeping area and hallway.

(10) No owner may alter the landscaping of the Common Elements in any way without prior Board approval.

(11) There shall be no material alterations or substantial additions to the Association Property and Association Common Elements, except as authorized by the Board of Directors. (DC 9.4)

(12) Except as otherwise permitted by law, no TV antenna, satellite antenna, radio antenna, aerial or structure of any sort may be erected, constructed or maintained on the exterior of any building or Common Element. (DC 14.8)

(13) No laundry or clothes lines, hangers or drying facilities may be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association and that no towels, clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, door or railings. (DC 14.9)

(14) No charcoal or gas fired grills, or gas fired cookers allowed on association property or lanais except in the picnic area behind maintenance storage building where gas fired grills, gas fired cookers, and charcoal grill may be used.

(15) No deep frying or cooking requiring oil in excess of 2 tablespoons allowed in the Rec. Hall kitchen. (Resolution passed 6-20-11)

(16) Absolutely no bicycling, skateboarding or rollerblading permitted in the courtyard or on building walkways.

(17) Any owners leaving for more than 30 days must put their bicycles in their Unit.

(Resolution 4-19-04)

(18) No pets belonging to owners or visitors shall be allowed upon the Association or Condominium Property, Common Elements or within the Units. No stray, feral, or wild animals may be sheltered, fed, allowed or encouraged to remain upon the Association or Condominium Property, Common Elements or within the Units. Provided however, nothing herein shall be construed to apply to an animal trained to assist a sight or hearing-impaired Unit Owner or occupant, or visitor, such as a Seeing Eye dog, or to a properly documented and certified Service Animal, or to a properly documented and certified Emotional Support Animal, any of which have been approved by the Board of Directors. Any such animals permitted to accommodate handicapped or disabled persons shall nonetheless be maintained in such fashion as not to cause an unreasonable source of annoyance or nuisance to other Unit owners or residents, comply with local ordinances and state laws such as yearly vaccination, be on a leash no longer than 4 feet in length at all times when outside the Unit, not be permitted in the Rec. Hall kitchen or inside the pool, and animal waste must be removed immediately and placed in appropriate plastic bags inside the trash cans. No animal toileting anywhere in the courtyard. No animal toileting in any of the flower beds, under the stairs and the rocks out front of the buildings; as well as close behind

buildings near lanais, especially by the doorways. All animals should be kept at least 10 feet from the buildings.

The following areas are approved areas for toileting approved Service and ESA animals:

1) End of Welcome Road between J & L buildings, 2) Beside the sidewalk at the side of O (at least 10 feet from the building) before the guest parking, 3) Grassy area in front of buildings A & B at the front of the parking lots (17th St side) 4) grassy area in front of C building in front of parking lot (17th St side) 5) Grassy area at the end of N building (at least 10 feet from the building, 6) grassy area beyond sidewalk of D & O buildings (17th St side).

Aggressive behavior and noise violations on the part of the animal will be cause for removal of the animal. (DC 14.4)

In the event that an owner of a service animal or ESA animal dies, the surviving spouse or partner may keep the animal providing they follow the rules and provide the association with plans for the animal if they are no longer able to care for it.

(19) Each Unit Owner is responsible, at his own expense, for all maintenance, repair and replacement of his own Unit, whether ordinary or extraordinary including, without limitation:

Windows, drywall, electrical, screens and frames, sliding glass doors, Unit front door, other doors including your utility shed door, plumbing and mechanical, appliance, heating and air conditioning equipment & ductwork, floor coverings, hardware & locks, other facilities and fixtures, plumbing (incoming) and plumbing (outgoing). (DC 9.2) (9.2.1 through 9.2.15)

(20) All common stairways, walkways, driveways and routes or passage areas must be kept at all times free from blockage or obstruction. This language shall not prohibit the occupants of the end Units from utilizing the common hallways beyond the stairways in accordance with the regulations and standards adopted by the Board of Directors or as may be approved by it. In the event that any such use becomes a nuisance or source of annoyance to other members of the Association, such nuisance shall be abated as required by the Board. Permission for such use may be revoked or withdrawn at any time, so long as the standards adopted by the Board are applied uniformly and consistently. An owner or lessee who will not be in residence during hurricane season (June 1 to November 30 of each year) must remove all items from their walkway, walls, or screened lanai and store inside their Unit or in their storage closet. All unsecured garden ornaments, planters, furniture, or wall decorations may be removed or disposed of by the Board during hurricane preparations. Any owner who will be absent during hurricane season shall also lower and secure their window awnings or remove them.

(DC 14.10)

(21) Unit owners must shut off the main water valve to their Unit when the Unit will be unoccupied for a period of 36 hours or more. Failure to do so will create a presumption of negligence. (DC 9.5.1)

(22) Do not feed squirrels, pigeons, rabbits or any other wild animals as feed attracts rats and other rodents.

(23) Backing into a parking space to park is prohibited except when loading and unloading.

(24) All garbage must be put into a plastic bag and sealed with a twist-tie or rubber band and placed in a covered garbage can in the garbage rooms under the stairwells. Newspapers and cans should be recycled. Large cartons and large trash are to be placed in the dumpster on Welcome Road, not in the trash rooms. Flatten boxes and cartons by stepping on them if necessary. Owners are to make arrangements to have furniture, appliances and construction debris hauled away.

(25) Information on how Owners can be reached in emergencies, census form, and how access of an apartment can be made when necessary must be filed with Association Secretary; it is your responsibility to update this information yearly as directed by the Board of Directors. The deposit of Unit Owner keys to Units should be made with your Building Representative or a resident of your building. In the event the Building Representative is unavailable when a Unit needs to be entered then access to the Representative's keys is available at the Office through a Board member. (DC 11.1)

(26) Any injury or accident occurring on the Common Elements of the Association must be reported to the Board of Directors in writing within 72 hours of occurrence.

(27) Vehicle Parking

A. All motorized vehicles must be parked "head-in" except when loading and unloading.

B. One motor vehicle parking space is assigned for each condominium Unit. A second motor vehicle may be parked in a guest parking space. No parking space will be assigned for a second vehicle.

C. Motor vehicles left in a condominium Unit Owner's assigned parking space may be covered. If vehicles are covered, should the covers become dislodged or tattered, the covers will be removed and disposed of, and any resultant damage will be the responsibility of the vehicle's owner. (Resolution 10-20-03)

D. Motor vehicles shall not be serviced while parked on the condominium property. Emergency repairs necessary to move a vehicle to a repair facility may be performed only.

E. Only conventional passenger automobiles consisting of vehicles having two doors, four doors hatchback, convertibles, station wagons, vans with seats & windows and pickup trucks with a cargo load limit of ½ ton or less are allowed. (CD 14.12)

F. Cars may be washed or rinsed only at the car wash area in the overflow parking lot off Welcome Road. Do not use hoses attached to the buildings or wash cars in your parking space.

G. Keys to a vehicle left for a period exceeding one month should be left on your dining room table and the Board should be notified who will move your car if needed.

H. All vehicles parked overnight in any of our parking areas must have either an owner's parking sticker affixed to the driver's side of the vehicle's rear window, or a visitor parking "hang tag" on the rear-view mirror.

(28) Maintenance payments are due the first day of each month. Any fees not received by the 10<sup>th</sup> day of the month shall be considered delinquent and a \$25.00 administrative late fee will be assessed for each month delinquent. In addition, all fees not paid shall bear interest as permitted by law. (DC 14.2) (DC 8.7)

When a three (3) month delinquency on maintenance fees or special assessment occurs our attorney, shall place a lien on the property. A second delinquency within the next three months shall be considered continuing. If a four (4) month delinquency develops, without satisfactory arrangement for payment our attorney will place a foreclosure on the property. Any payment received may be applied first to a fine or administrative fee, next to attorney fees incurred in the collection, then to the delinquent fee or assessment period. Delinquency in payment will be sufficient grounds for disapproval of a lease of a Unit at any time. (DC 10.2)

(29) No alcohol may be consumed on the Common Elements except in the Rec. Hall **ONLY** and must be at a duly noticed BOARD meeting approved function.

(30) Personal firearms are prohibited in the Recreation Hall at all times.

(31) No smoking or vaping within 25 feet of Second Bayshore common area buildings and recreational or community facilities, including inside or within 25 feet of the Recreation Hall, Office, and Laundry Room, and their respective entryways and covered areas. No smoking or vaping within 25 feet of the outdoor recreation areas, including but not limited to, the Shuffleboard Courts, Pool Enclosure, and Picnic and Barbecue Area.

### **THE FOLLOWING ARE THE GUIDELINES FOR THE USAGE OF THE RECREATION HALL FOR PRIVATE USE:**

A. Each Unit may use the Recreation Hall for private use one day per year. All events must be approved by the Board of Directors.

B. "Private use" is defined as an activity with attendance by invitation only and not open to all residents.

C. Alcohol may be consumed in the Rec. Hall **ONLY** and the function must be approved at a duly noticed Board meeting.

- D. Scheduling may be no longer than two months in advance.
- E. Contact Activities Committee Chair-Person to schedule usage to avoid conflicts.
- F. Set up and clean-up is the responsibility of the Unit owner using the Rec. Hall.
- G. Juveniles under 18 years of age must remain in the Recreation Hall under adult supervision at all times.

**THE FOLLOWING ARE THE RULES FOR THE POOL:**

**A. POOL USE IS FOR RESIDENTS AND OVERNIGHT GUESTS**

**ONLY.** There is no lifeguard; residents and guests swim at their own risk.

B. Children under age 3 or anyone wearing a diaper of any kind are not permitted in the pool at any time.

C. Guests **MUST** obtain a pool pass from your Building Rep or Board member and post on the pool pass board while using the pool.

D. Children ages 3-15 **MUST** be accompanied by an adult.

E. You **MUST RINSE** under the pool shower without soap before entering the pool whether you have showered at home or not.

F. Persons with open blisters or skin abrasions are prohibited from using the pool.

G. **DO NOT** enter the pool after using lotions or oil.

H. Enter and exit the pool only at the stairs or the ladder, not at the spa area.

I. **NO TOYS** are permitted in the pool or on the pool deck except for foam noodles.

J. **NO GLASS** of any kind permitted within pool enclosure.

K. **NO DIVING, JUMPING, FALLING INTO THE POOL, RUNNING OR PHYSICAL GAMES** in the pool or pool area.

L. **NO FOOD** or **DRINKS** within 6 feet of the pool. **NO SMOKING** within 25 feet of the pool enclosure.

M. You are liable for any damage to Association Property, other persons' property, or any bodily injury caused by your negligence or abuse of the pool rules.

N. Pool capacity is **16 PERSONS**.

O. **Last person to leave the pool at any time of the day must attach the rope across the pool signifying the deep area.**

P. Every owner has the authority, responsibility, and obligation to invoke the compliance of the pool rules.

(32) Non-compliance with the above Rules and Regulations can result in a fine of not less than twenty-five (\$25.00) dollars and not more than one hundred (\$100.00) dollars per single infraction and not less than twenty-five (\$25.00) dollars and not more than one hundred (\$100.00) dollars per day for a continuing infraction, not to exceed one thousand (\$1,000.00) dollars total. A recurrence of the same infraction will be treated as a new infraction and will be penalized accordingly.



*Should any part of the Rules and Regulations conflict with a higher order document then that conflicting section shall be removed without affecting the remainder.*

**The above Rules and Regulations were approved by the Board of Directors of the Second Bayshore Condominium Association on March 19, 2021 and supersede all previous Rules and Regulations documents.**

**A parenthesis shows location of this rule in our documents.**