

**RULES AND
REGULATIONS
FOR
ALTAMIRA AT NORTH HUTCHINSON ISLAND, A
CONDOMINIUM**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes. **The Service Entrance should be used for all moves, deliveries, and access by contractors. The Service Elevator should be used by all contractors unless there is a need to use the Main Elevator to move large objects.**
2. The personal property of Unit Owners and occupants must be stored in their respective units. Beach equipment must be stored in Unit Owner's condo, garage or storage facility. All items left on the beach or stairs will be discarded by management.
3. Except as may be permitted by Section 718.113, Florida Statutes, as amended, no articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, clothes, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association.
 - a. Only household garbage should be disposed down the chute and it needs to be bagged in appropriate plastic garbage bags.
 - b. No glass, heavy items, or containers full of liquid should be disposed down the chute. They should be taken down to the garbage room and placed inside the garbage bin or recyclable containers as appropriate.
 - c. Hazardous material should not be put in the garbage bin. It should be disposed according to county rules and regulations.

- d. The garbage bin is not to be used as a dumpster. It is to be used exclusively for household garbage and not the disposal of unwanted items which should be taken to the county dump.
 - e. Boxes should be broken down
6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
 7. No repair of vehicles shall be made on the Condominium Property.
 8. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents.
 9. No radio or television, mechanical or electronic installation may be permitted in any unit which interferes with the television or radio reception of another unit.
 10. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Developer.
 11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or on the Common Elements.
 12. A Unit Owners or occupant who plans to be absent during the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to care for his unit should a hurricane threaten the unit or should the unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the Approval of the Association. All shutters must be closed and locked when leaving the premises for more than 48 hours during hurricane season.
 13. Except as may be permitted by Section 718.113, Florida Statutes, as amended, a Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

14. No air-conditioning units may be installed by Unit Owners or occupants. No unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
15. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that the Association or Developer shall have the right to install and maintain community antennae, radio and television cables and lines, and security and communications systems.
16. No chain link fences shall be permitted on the Condominium Property or any portion thereof, except during construction by Developer.
17. Children will be the direct responsibility of their parents or legal guardians, including all supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
18. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration. Only Unit Owners may maintain one (1) household pet.
 - a. Dogs and cats shall not be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.
 - b. Dogs shall not exceed 35 pounds in weight, with the exception of assistance dogs for persons with disabilities.
 - c. Fish or caged domestic (household-type) birds may be kept in the units, subject to the provisions of the Declaration.
19. The use of rooms constituting the Common Elements for parties and other gatherings is subject to prior reservation with the Association and the making of such damage/cleaning deposit as the Association's Board of Directors may require from time to time.
20. Bathers are required to wear footwear and cover their bathing suits in lobbies, elevators and any enclosed recreational facilities.

21. All indoor common areas are non-smoking areas.
22. The following set of rules are an effort to mitigate damage to owners' units and common areas due to water leakage:
 - a. A water detector will be installed in each unit's A/C closet. This detector will turn off the A/C unit in the event of water leakage on the floor of the A/C closet. If the water detector becomes non-operational the unit owner is responsible to have it replaced.
 - b. Any new A/C unit being installed must have a separate condensate line sensor that will turn the A/C off if the condensate line becomes clogged.
 - c. The Association will contract with a licensed HVAC company to do an annual preventive maintenance service and inspection on all owner's A/C systems. The inspection will measure system performance and include a visual inspection to identify potential problems going forward. The inspection will include replacement of the filter (if necessary), a check of the water detector and cleaning of the condensate line. Any needed repairs above and beyond normal maintenance will be identified and reported to the unit owner and the Association Board. Any needed repairs must be scheduled within one (1) week if the A/C is not operational and within three (3) weeks if the A/C is operational, but in need of repair. Owners will be responsible for any repairs above and beyond the normal preventative maintenance inspection (including the cost of the A/C filter if supplied by the HVAC company).
 - d. When owners are away for more than a month they must arrange for someone to check their units monthly, at a minimum. The check must include making sure the A/C is running, checking the A/C closet for water leakage, checking the status of the water detector indicator lights, a walkthrough of all rooms checking for evidence of water leakage, a check of main water valves (should be off). Owners must provide the name and contact information of the person (or company) checking on their unit to Elliott Merrill.
 - e. The main water valves must be shut off when owners are away for more than 48 hours.
23. Owners who rent their units must deposit, with our management company, one month lease payment or \$3500.00 (which ever amount is greater) for the security deposit on Common Elements
24. Owners will need to notify Elliott Merrill 7 days in advance by filling out a form for any "**unaccompanied** guests" (friends or family) staying in their unit **or using the Common Elements** when the owner is not present. Owners are required to communicate the rules and regulations to their guests and will be responsible for any violations during their stay. **These visits will be limited to four (4) per year**

with no more than two (2) in any given month.

25. Additions, Alterations, or Improvements by unit owners

Per section 9.1 of our condominium documents, no unit owner shall make any addition, alteration or improvement in or to the **common elements, his unit,** or any **limited common element** without prior written consent of the Board of Directors. A **project request** form must be submitted to Altamira's property management company detailing the scope of the project, estimated start and completion dates and the contractor. Please be aware that per our start and completion dates and the contractor. Please be aware that per our Declaration of Condominium the Board has up to 45 days to respond to a request, so complete project request forms should be submitted well ahead of the desired project start times.

Any project that involves outside contractors accessing the property to work in an owners unit must be approved by the Board of Directors. The unit owner must supply the contractor with the "**Contractor Guidelines**" document which will be provided to the owner upon approval of the project. Examples include flooring removal/replacement, counters/backsplash removal/replacement, bathroom updates, cabinet replacement, carpeting and painting. In the case of flooring replacement please note that the project request form **must** specify an underlayment with a **minimum** IIC (Impact Insulation Class) rating of **65**. Emergency replacements and repairs will automatically be approved, but a project request form still needs to be submitted. Examples are repair/replacement of appliances, A/C units, shutters, sliders, plumbing and electrical.

Any project a unit owner undertakes (no contractor involved) that involves hammering, drilling, sawing/cutting or sanding requires submission of a project request form and approval by the Board of Directors. Exceptions to this are hanging pictures, wall décor or window treatments that **do not** involve drilling into the buildings concrete ceilings.

Altamira has a quiet period from November 1 through April 30. Any projects that will impact other owners need to be scheduled between May 1 and October 31. Projects that are prohibited during the quiet period are those that result in unacceptable levels and duration of noise and/or disruption in the use of common elements (i.e. elevators, parking areas). Exceptions to this are emergency repairs.

26. Parking:

- a. Six (6) North Building spots are "For Owners Only"
- b. Two (2) north side and six (6) south spots at South Building are "For Owners Only"
- c. Guests and Contractors should be directed to use nine (9) west and three(3) south east spots at the South Building

- d. Parking is not allowed under the "Porte-cochere"
 - e. No parking allowed in loading/unloading zones
 - f. Owners should be using their garages first to park any of their cars
 - g. Owners with a third car should make separate arrangements for parking (another owner's garage or offsite)
 - h. Tenants should have access to owner's garage space
 - i. Owners who are entertaining large parties should instruct their guests to park on west side of A1A at their own risk after dropping off passengers
 - j. Two (2) small stickers will be issued to owners to identify cars authorized to park in "For Owners Only" spots
27. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- a. Fines: The President and/or Vice President of the Association may impose fines for violation of the rules against the applicable unit owner up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time).
 - b. Appeal: The unit owner will have 14 days after receiving written notice of non-compliance and fine to appeal to a committee of other Unit Owners after which such committee shall hear reasons why penalties should not be imposed. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the committee's meeting.
 - c. Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice there is given shall be deemed a separate incident, one (1) for each day of such continuation
 - d. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - e. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
 - f. Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

28. These Rules and Regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of the same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written requests therefore and good cause shown in the sole opinion of the Board.

Updated: 6/30/10
10/28/13
6/20/14
5/1/15
8/5/16
5/5/17
2/9/23