



RULES AND REGULATIONS

REVISED JANUARY 2017

GENERAL

It is essential in condominium living that each owner, lessee, and guest regulates his/her occupancy and use of the units and common area in ways not disturbing to other people. The following rules and regulations have been brought together to provide guidelines that will help insure the enjoyment and security of all residents.

It is the desire of the Condominium Association to establish as few rules and regulations as possible and to rely, instead, upon each person living in or visiting the condominium to use good manners and consideration for others.

While the property manager has been specifically directed to enforce these rules and regulations, the first responsibility for enforcement rests with each person living at Spindrift. This includes lessees and guests just as much as it does the owners and permanent residents.

DUNES

No unit owner, guest or tenant is permitted, at any time, to climb or travel on or over the sand dunes to the east of the building. These dunes protect our property from the ocean and are expensive to replace and/or repair. Climbing or traversing in the dunes causes disruption of the sand and a breakdown of the dunes.

ELEVATOR

The elevator is available to permit easy and convenient movement between all floors of the building. Only the floor selection button needed should be pushed at any one time. A telephone in the elevator is there by law for emergency calls only. Please do not use it for personal calls. When moving furniture, appliances or other large items, pads should be placed around the items **BEFORE PUTTING THEM INTO THE ELEVATOR** to protect the walls of the elevator. The pads are located in the large basket near the elevator.

GRILLS

The use of grills is not permitted at Spindrift Condominium. Grilling is considered a fire hazard and nuisance to owners overlooking the pool area with their windows open and attracts pests.

GROCERY CARTS

Carts are for the use of residents and guests (lessors) only. Please do not overload carts and please return carts to the garage immediately after use.

LEASING

After interview by no less than two (2) Board members and approval by a majority of the members of the Association Board as required (Declaration of Condominium, paragraph 25, pp. 19 – 21) an entire unit may be rented, provided the occupancy is only by a single family unit and further provided that the term of such agreement is for a minimum of one (1) month. ***All guests and tenants must sign in on the Guest/Tenant***

Registration sheet that is located in the mailroom on a clipboard. Beginning January 1, 2018, three (3) month minimum leases will be required. No unit shall be sublet or assigned at any time without prior written approval of the Board.

Abide By the Rules: Owners shall advise all guests and lessees of the rules and regulations and shall be responsible for any violations thereof. No lease will be approved without reference thereto and a covenant obligating the lessee to abide thereby. At no time shall the number of overnight occupants in a unit exceed the number of permanent sleeping accommodations in the unit.

Application: An "Application to Rent", together with a copy of the completed lease agreement and completed application must be submitted to the Board of Directors at least thirty (30) days prior to any lease beginning date, unless expressly waived by the Board. This regulation is required to allow the Board time to review the application, interview the prospective tenant, check references and vote. Owners may not separately lease storage areas or parking spaces assigned to their units.

Lease Application Fee: A non-refundable Application fee of \$100 must accompany the completed Lease Application for approval. If the tenant has leased at Spindrift in the past, this application fee is waived.

MOVING

All tenants or owners who plan a move in or out must give the maintenance manager at least forty-eight (48) hours notice of the move in or move out date. Pads for the elevator must be used. Owners/tenants will be held responsible for any damage incurred to common area during the move-in/move-out process.

NOISE & NUISANCE

No occupant shall make or permit any disturbing noises or other nuisances in the building or on condominium property, whether by self, family, guests or lessees. Residents or their guests may not tear down, repair, rebuild or refinish, or paint personal property on the common areas of this property including but not limited to, the garage, parking areas, walkways or lawns.

PARKING

The speed limit on the Spindrift property is 5 mph. No boats, campers, trailers, commercial vehicles, mopeds or motorcycles of residents may be parked overnight on condominium property.

Vehicles: All vehicles parked on condominium property must be in working order. AT NO TIME will a vehicle be permitted to remain in the parking lot or inside garage parking if it is leaking any kind of fluid. Any vehicle found to be leaking oil, transmission fluid, etc. may be subject to towing once the owner has been notified to correct the situation.

NO campers, boats, boat trailers or recreational vehicles may be parked on the condominium property.

Park in Spaces: All vehicles must be parked in the designated parking spaces when on the property. Unattended vehicles parked more than 10 minutes beneath the entrance awning (canopy), in any driveway or in the two "Handicapped Parking" spaces, without proper designation displayed, are in violation of condominium and state law and subject to towing. These areas are required to be kept open by law.

Repairs & Washing: Except for emergency repairs, no mechanical repairs or routine maintenance (e.g. oil changes, tune-ups, etc.) may be conducted on any vehicle on the property. No vehicle may be washed or interiors vacuumed on the condominium property.

Garage Parking: Each Unit has one garage parking space assigned to it. Each resident is limited to one (1) vehicle in the garage at any time. No unit owner may change their parking space without prior written Board approval. In order to “swap” or “change” spaces must first obtain written approval of the unit owner whose space they are “swapping” or “changing” with and provide a copy of that consent to the property manager, and the unit owners must obtain prior written approval from the Board of Directors. All vehicles are expected to be parked in spaces assigned to the unit of that resident. Other owner’s parking spaces may be used with a written consent given by that owner and a copy of that consent provided to the property manager. Unit owners are expressly prohibited from changing their parking spaces without the above approvals.

PETS

No animals or pets of any kind will be kept in any unit or upon any portion of the Condominium property.

POOL & SPA

Posted rules at the pool and spa must be strictly observed. Most of rules are mandated by the State of Florida, but some have been added by the Association. When in conflict, the rules mandated by the State of Florida apply.

Hours of use are restricted to 8:00 AM to 10:00 PM.

Guests: To maintain private pool/spa status for legal and insurance reasons, owners and lessees must not invite visitors to use the pool or spa unless the visitors are accompanied by the owner/host. Further, without prior written approval from the Board of Directors, the number of visitors per unit using the pool/spa area is limited to four (4) visitors at any one time.

Age Requirement: All visitors (non-residents) under 18 and all residents (owners, lessees, overnight guests) under age 12 must be accompanied by an adult resident while using the pool area. No children under the age of three (3) are permitted to use the pool. No children under the age of sixteen (16) in the spa at any time without prior written approval from the Board.

Food, Pets, Radios, etc.: Food, glass or china containers, pets, radios or any other sound players (except with earphones) are not permitted in or around the pool or spa deck.

Suntan Oils/Sand: Suntan oils are very damaging to the pool and spa filtering systems and to the deck furniture. Always shower off oils and dirt before entering pool or spa. Beach towels placed on deck furniture will protect them against damaging oils. Please wash off all sand with the beach deck hose before entering the pool area from the beach.

REMODELING – JUNE 1ST – NOVEMBER 1ST

The maintenance manager must be given five (5) days notice prior to commencing construction utilizing an outside contractor, carpenter, etc. Proof of insurance (certificate of insurance) must also be filed with the maintenance manager and a refundable deposit of \$250.00 must be left with the Association. This ensures that if any damage occurs to the building or common areas, the Association can look to the person or company performing the work to correct the damage. Once the work is completed and the maintenance manager has determined that no damage occurred to the common elements, the \$250 will be returned.

Prior to any contractor commencing work in any unit or to the building, Contractor’s Rules and Regulations must be obtained from the maintenance manager and given to the person(s) or company performing the work.

Construction or repair work (with the exception of emergency work) may only be performed Monday through Friday from 9:00 AM until 5:00 PM. Variations on this schedule may only occur with prior written approval of the Board.

Owner Responsibility: To the extent that the Owner has hired the contractor to perform work in their private residence and that the common area must be utilized to reach the private residence, the owner is responsible for any damages which may be caused by their hired contractor. Owners are urged to hire contractors with full insurance coverage. Owners are also notified that if the contractor doing work in their unit stains or in any other way defaces the floors or carpeting of the common areas, the owner will be held responsible for the cost of cleaning or repairing if the \$250 security deposit has not been collected. Should damages exceed the \$250 deposit; the owner will be notified so that they may contact the contractor to make restitution. If the contractor does not rectify the situation, the owner will be held liable for the cost of the repairs.

Prior Approval: Prior approval from the Board of Directors is required when an owner wishes to replace their windows or exterior doors. The style must comply with the specifications of the Association. Installation of hurricane shutters must comply with the specifications of the Association. Prior approval from the Board is required.

RESIDENT GUESTS

When an owner is not in residence and wishes guest to use his/her unit and all common elements, the owner shall give the property manager, in writing, the names of guests, the length of their stay and the time of their arrival and departure.

SALES

An owner must notify the Association in writing when they put their unit on the market to sell. The name of the realtor (if any) handling the showing of the unit must be provided.

Application: An "Application to Purchase", together with an executed copy of the Sales contract must be submitted to the Board of Directors at least thirty (30) days prior to the anticipated closing of the sale. An interview by no less than two (2) Board Members and a Certificate of Approval must be issued prior to closing.

Sales Application Fee: A non-refundable Application fee of \$100 must accompany all executed Applications to Purchase.

SECURITY

All building entrance doors and garage doors are to remain closed and locked at all times, except when moving. All beach gates should be closed at all times. Please do not give out the parking gate or front door codes unnecessarily.

TRASH

Trash should be disposed of only by placing it in plastic trash bags and putting it down the trash chutes at the South end of each hallway. Paper and plastic or glass containers should be placed in the recycling bins at the south end of the garage.

WALKWAYS & COMMON AREAS

Lawn areas, walks, driveways and parking areas are not to be used for games or playground activities of any kind. Plants and sprinkler heads are vulnerable to breakage. Playground activities should be taken to the beach or public park.

Walkways are solely for the purpose of going to and from units. They should be kept clear of bikes, toys and other objects at all times. Plants cared for by owners are permitted as long as they do not interfere in walkway travel. Stairwells should also be kept clear at all times.

Balconies & Lanai: No objects, including towels, rugs, clothing and laundry or bathing suites may be hung over any railings. Nothing is to be thrown, swept, shaken or launched from walkways or lanai at any time.

Storage: Please store all items of personal property in your unit or in the storage area assigned to each unit. The one exception is a bicycle and two beach chairs, which may be stored behind an individual unit's parking bumper in the garage. If the space behind the parking bumper is blocked due to association materials, please consult with the property manager for alternate locations.

FINAL NOTE

The rules and regulations of Spindrift Condominium include, but are not limited to the items set forth here. The full Declaration of Condominium, its Articles and By-Laws are intended to be part hereof. When in conflict, the Declaration of Condominium, Articles and By-Laws will apply and take precedence over these rules and regulations. Local, State and Federal restrictions, regulations and laws are also intended to be part of these rules and regulations. To the extent that these rules and regulations conflict with any Local, State and Federal law will take priority.