

WINDWARD CONDOMINIUM ASSOCIATION OF VERO BEACH, INC.

RULES AND REGULATIONS

In order that we may live together in a congenial atmosphere formed by our Declaration of Condominium, the Board of Directors of Windward Condominium has adopted the following rules and regulations. Suggestions from unit owners should be directed to the Board in writing.

1) APPEARANCE IN PUBLIC VIEW

Laundry, bathing suits, any other articles of clothing, bedding, towels, rugs, brooms, mops, buckets, or other household cleaning equipment, shall not be hung or left on stairs, entrances, balconies, windows or fences.

Signs such as For Sale, For Rent, Open House, or any political or business signage shall not be displayed on any part of the condominium property.

Hanging baskets and other decorative items that are screwed into the ceiling anywhere on the exterior of the building are not allowed. A maximum of 7 items, are allowed to decorate a unit's entrance, as long as there remains clear access to the entry door. An Item is defined as a planter, a wreath, a statue, an individual piece of furniture, or any other decorative object. Holiday decorations must be removed 15 days after the holiday. Owners should check planters and other items regularly for insect infestation.

The Indian River County Fire Marshall has advised that emergency personnel need clear access to all units. Therefore, objects of any kind cannot be kept on the steps or in front of the steps to second-floor units with the exception of up to 3 potted plants no more than 8 inches in width and 24 inches in plant height, so as to provide a minimum of 36 inches of clear access for emergency service personnel.

2) STORAGE- Personal property shall not be stored in carports; use only the provided storage areas (exception for bicycles as outlined in #3 of Rules and Regulations). In no event shall flammable materials be stored in any part of the premises.

3) BICYCLES - May only be stored inside your unit, in your storage shed, or in your carport. If storing your bicycle(s) in your carport, they must be stored such that they do not infringe on your neighbors carport space, and such that they do not cause any portion of your vehicle to edge out past the end of the carport into the general parking area. It is prohibited to chain or lock anything to your stair rail or entry way to your unit.

4) PARKING - Each covered parking space has been assigned to a specific Unit owner. It cannot be used by anyone else without the permission of that owner. No more than two (2) cars per unit shall be parked on condominium property; one shall be parked in the assigned covered space and the other in an open space. All other vehicles, including but not limited to trucks (including pickup trucks), motorcycles, minibikes, mopeds, golf carts, motorhomes, trailers of any kind, and commercial vehicles are prohibited unless permitted by the Board. Visitors, guests or renters may park in the general parking area. All other parking policies pertain to visitors, guests, and renters. Bicycles must be parked so that they do not create a hazard or nuisance. Loud mufflers are prohibited.

Individuals who are OWNERS at Windward and have a small truck, not used for commercial purposes, that fits comfortably into the carport space, and does not edge out past the perimeter of the carport into the general parking area, may petition the Board for approval. Truck may not contain ANY advertising or business information on it's exterior, including company names, logos, graphics, commercial plates. Each truck will be considered on a case by case basis.

5) CHANGES TO EXTERIOR AND INTERIOR OF UNITS

Windward Association Board of Directors approval is required BEFORE commencing certain renovation work on condominium units. Renovation work requiring approval includes but is not limited to alterations, improvements, repairs and/or demolitions of interior structural, mechanical, plumbing, electrical, sheet rock and flooring installations.

Improvements to the exterior or interior of a unit may require permits and/or other documents to be filed with the Indian River County building department. It is the responsibility of the unit owner and/or its contractor to apply for required permits and/or file required documents and pay any associated permit fees.

5a) Changes to Exteriors of Units

All requests for exterior changes to units, including painting **and plantings**, shall require an Architectural Review Form to be submitted to the Board for prior approval.

This includes changes or plantings within walled courtyards and ANY plantings in the Common Area (Common Area consists of all grounds outside the exterior walls of your building and courtyard). Each change request shall include contractor plans, specifications, and related information pertaining to the work to be performed. Upon Board approval, all such work shall be performed between the hours of 8:00 AM and 6:00 PM Monday through Friday. No work shall be performed on a Saturday, Sunday, or recognized holiday (including any National holidays that fall on a weekday)

Any plantings that are approved are the sole responsibility of the owner to maintain in good order (owner must prune, remove dead plants etc). Plantings, when approved, are only approved in moderation and limited to specific areas of the Common Area, therefore, if approval is granted, any additional plants added must be approved in advance. Plants that are deemed to be aggressive, invasive, poisonous, as well as plants with sharp needles will be rejected. Any/all plants permitted will be determined by the Windward Board of Directors, Landscape Committee. Planting around the base of any electrical boxes is strictly prohibited by the power authority.

Each condominium unit is permitted to place up to two (2) potted plants in the Common Area adjacent to the sidewalk in the immediate area leading up to their front door. Plant pots cannot be placed ON, or block any portion of the sidewalk itself. Potted plants may NOT be placed around a carport. The power authority strictly prohibits potted plants being placed around any electrical power boxes. No prior Board approval is required to place one or two potted plants along the sidewalk in close proximity to any entry way, however, any/all potted plants permitted must have the agreement of both owners (first and second floor) of the respective unit. Pots must not exceed a maximum of 22 inches in width and 18 in height, and must be maintained in good order by the owner.

IMPORTANT: ALL potted plants placed in the Common Area must be removed and stored inside the owner's unit or shed in the event of an official Indian River County high wind advisory or hurricane advisory, or if the unit will be empty for more than 72 hours. For any owners who have a challenge moving their plants, please email the management company for your requests. The maintenance person will move the plants in his off-work hours for a small fee paid directly by the owner.

ALL Exterior Renovations must be undertaken and completed during the period beginning May 1 and ending on November 1 of any calendar year. Exceptions to the May 1 – Nov 1 time frame must be submitted to the Board for approval. The ONLY exceptions that may be considered by the Board for exterior work between November 1 and May 1 is exterior work that does not produce loud noise from power saws, hammers etc., and/or requires less than two days to complete. Such work may be submitted to the Board for consideration.

If an owner makes a decision to install or replace tile on second floor balconies, stairways, and/or stairwell landings, or first floor patios or landings, they must submit an Architectural Review Form for approval and must install a waterproof coating (LactiCrete Hydroban or similar product approved by the Board and Property Manager) to protect the concrete/slab from water held underneath the tile. In such cases the removal of old tile (if there were tiles previously on the concrete), the waterproofing and the cost of new tile will be an owner expense.

Concrete / damage repair or maintenance is an Association expense. If the Board or Management company require tiles on a second floor balcony to be removed to repair visible or suspected damage to underlying concrete, such removal, any repair to the concrete, and application of water sealant will be at the Associations expense. The cost of new tile will be an owner expense.

No form of carpeting or artificial grass are allowed in these exterior locations.

5b) Changes to Interior of Units

Renovation work requiring approval includes but is not limited to alterations, improvements, repairs and/or demolitions of **interior** structural, mechanical, plumbing, electrical, sheet rock and flooring installations. Upon Board approval, all such work shall be performed between the hours of 8:00 AM and 6:00 PM Monday through Friday. No work shall be performed on a Saturday, Sunday, or recognized holiday

Any interior work that will produce noise from power saws, nail guns, hammers etc, that takes place between November 1 and May 1 must be submitted to the Board for approval. Approvals for such work are conditional and may be required to start on May 1 or later, and be completed by November 1st.

Any installation of floors in second floor units requires prior written approval by the Board to assure that sound deafening materials are included in the remodeling plans. Specification for soundproofing second floor unit floors when being replaced with tile, hardwood, or pre-engineered hardwood has been established to require 70ml IIC or more.

Owners and contractors must obtain Board approval before removing or replacing drywall within their unit(s).

Air conditioners should be serviced quarterly. Units can be serviced by owner or a professional service providing a simple application of vinegar or mildicide to the condensate tray/line preventing system clog or back up.

Vents which require new openings in walls or ceilings must be approved **before work is started**.

Any work performed on the inside of a condominium unit that is covered by state or county code requirements must be submitted to the Board for approval PRIOR to work starting.

All owners are encouraged to use locally licensed contractors for work that is covered by state and local codes.

Exclusions: Approval is not required for minor or inconsequential work, such as that performed by a "handyman," e.g. small repairs to interior woodwork, drain clearing, disconnecting or reconnecting water supply hoses, painting or wallcoverings. Nor does it apply to installation of finished articles which do not become a permanently fixed part of the building structure (e.g., major/minor appliances, except as noted above; cabinetry; removable decorative elements such as drapery, blinds, ceiling fans, light fixtures, wall hung "pictures" or sculptures.

If an owner is in doubt on any specific issue involving condo renovations the Board must be contacted for clarification.

5C) Windows

Amended Declaration Article IX, Maintenance, Alteration and Improvements (A) (a) and (A) (b)

Summary of new window policy adopted by 75% owner vote at a Special Owner Meeting November 12, 2021:

All windows and sliding doors installed by the original builders shall be maintained, repaired or replaced by the Association and shall be a common expense of the Association. All front doors shall be repaired, replaced and maintained by the Association. The time at which the Association's obligation to maintain, repair or replace the originally installed windows or doors is at the sole discretion of the Board of Directors from time to time and shall be based upon the necessity of maintenance, repair or replacement. Such will be done at the expense of the Association unless made necessary by the negligence of any unit owner, members of his or her or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said unit owner which shall be collected as an individual assessment against the unit.

Procedure for request of window repair or replacement:

- (1) Owner must first contact the Board of Directors to report the damage, send pictures and description
- (2) A Board Member or Management company representative must inspect to confirm the window is an original window and is damaged or leaking.
 - a. Windows confirmed to be damaged or leaking beyond will be repaired by the Association at the Associations expense.
 - b. Windows that are deemed to be damaged beyond repair will be replaced with a new window, meeting Florida state law standards, and paid for by the Association.
- (3) Windows repaired or replaced by the Association will be repaired or replaced by the Associations choice of vendor. Windows are replaced with the same brand and type throughout the property to maintain a consistent appearance on the property. **The window required by the Association is PGT 5510 series bronze outside, white vinyl inside.** These are clear low-e Energy shield max insulated impact glass. They come with screens.
- (4) An owner may decide to replace any windows at their own expense. They must use the window type and color required by Association, (see #3)
- (5) All window shutters are the responsibility of the owner for repair, maintenance, replacement or removal.
- (6) Windows that are part of any room in which a porch has been enclosed (commonly referred to as a **"bump-out"** room) are the sole responsibility of the owner for maintenance, repair and replacement, regardless of whether the porch was enclosed by the current or prior owner.

Windows already upgraded to impact glass-

If the originally installed windows and/or sliding glass doors have, at any point in the past, been replaced by the Association, the current owner, or any previous owner, the unit owner shall be responsible for all maintenance, repair and replacement of said windows, sliding doors and skylights. In the event, a window or door that has been previously replaced with impact glass, requires replacement the unit owner shall replace any window or sliding door with code-compliant hurricane impact glass windows and doors only.

6) DRYER AND VENT TUBES – Owners are responsible to ensure their vent tube is properly connected to the roof vent and cleaned out by a professional at least once a year.

7) NOISE – Television sets, radios, loud music, etc. shall not be played between 11 PM and 8 AM if such will disturb the occupants of the condominium.

8) PETS – No animals or pets of any kind shall be kept in any unit except with the prior written consent of the Board, and in compliance with County and State codes. Unit owners are allowed ONE PET per Unit and must submit a completed Pet Application requesting consent of the Board. **Renters and houseguests may NOT have pets on the premises.** When a pet presently in residence dies or is otherwise disposed of, they may not be replaced with a pet weighing more than 25 pounds when full grown, nor may present or future owners acquire a pet in excess of this weight when full grown.

When an owner is present and in residence at the Windward property, and has a house guest or family member visit and stay with them overnight or longer, the family member or house guest may bring their family pet with them as long as the pet meets with ALL other provisions in the Windward pet policy (example- must be 25 pounds or less, dogs must be kept on a leash at all times and must be walked off the property, owner must pick up and dispose of pet waste properly, pet is not allowed inside the fenced pool area etc.).

Pets shall not be allowed to run free; they must be kept on a leash and walked off the condominium property, and owners must pick up after their pets. Pets are not allowed, at any time, for any reason, inside the fenced and gated area that surrounds the pool. No animals are permitted within 50 feet of the pool fence (exception for owners walking a dog along a paved sidewalk to and from their unit). The owner of a pet creating a nuisance or unreasonable disturbance will be given not more than two warnings. Should this disturbance continue, the offending pet will be permanently removed from the condominium property upon three (3) days written notice from the Board.

Service dogs are permitted regardless of size and breed-

Under the Americans with Disabilities Act (ADA) https://www.ada.gov/service_animals_2010.htm , a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. Service dogs are typically trained to handle disabilities for individuals who are blind, deaf, restricted to a wheelchair, or suffer from seizure disorders.

If the handler of a service animal does not take effective action to control it, the Board may request that the animal be removed from the premises.

Emotional support, therapy, comfort, or companion animals are NOT considered service animals under the ADA. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.

The federal Fair Housing Act permits documentation on Service Animals to be requested including “reliable information that reasonably supports that the person has a disability.” The statute goes on to list supporting information that may be provided, including:

- 1) A determination of disability from any federal, state or local government agency
- 2) Receipt of disability benefits or services from any federal, state or local government agency
- 3) Proof of eligibility for housing assistance or a housing voucher received because of a disability
- 4) Information from a qualified health care practitioner, telehealth provider or any other similarly licensed or certified practitioner or provider in good standing with his or her profession’s regulatory body in another state, **but only if such out-of-state practitioner has provided in-person care or services to the tenant on at least one occasion.** Such information is reliable if the practitioner or provider has personal knowledge of the person’s disability and is acting within the scope of his or her practice to provide the supporting information

Exotic and wild animals: For the purpose of regulating nuisance, public health, and public safety, Windward Association of Vero Beach Inc, prohibits any person from bringing into this community to possess, sell or exhibit any

insects, reptiles, lizards, rodents (including but not limited to mice, rats, hamsters, guinea pigs), ferrets, rabbits, chinchillas, hedgehogs, turtles, frogs, snakes, pigs, monkeys, large carnivores (lions, leopards, jaguars, tigers, cougars, panthers, cheetahs, and bears). All wild animals are prohibited for private ownership or possession.

When a pet on our list of exotic & wild animals, is found to be on the Windward property, the owner will receive written notice from the Board to have the animal removed within 72 hours.

9) GUESTS AND RENTERS -

When an owner is not in residence, the Board must be notified in writing of the names of their guests and the arrival and departure times. Guests of owners who fail to provide this information may be asked by a representative of the Board to do so. Owners must provide their guests and renters with a current copy of the condominium Rules and Regulations; and violations shall be the responsibility of the owners. **Of particular note is the importance of informing your guests and renters they may not have pets on the property and cannot park trucks on the property.** On the first business day of their rental period, renter (or guest) must obtain a parking pass for their vehicle from the Maintenance person at the office in the pool building. Parking pass must be displayed on the front dashboard during entire stay.

GUESTS AND RENTERS – continued-

Article XIV entitled “USE RETRICTIONS” Section (E) of the Amended Declaration of Condominium Merging Windward, Phase I, II, III, and IV Condominiums-

The following is a summary of the change that was adopted by a 75% owner vote at a Special Owners Meeting November 12, 2021 as follows:

In order to foster a stable residential community and prevent transient occupancy, or a hotel/motel-like atmosphere, the leasing of homes by owners shall be restricted as provided in this Section.

All leases of homes must be in writing with the submission of a Rental Application (available through Elliott Merrill Management). The Rental Application must be accompanied by a \$100 fee payable to the Windward Condominium Association, and an executed copy of the actual lease. Fee amounts may be changed from time to time not to exceed an amount as provided by Florida Statutes. After approval by the Board of Directors of the Association entire units may be rented, provided the occupancy is only by the Lessee, members of his family, and his social guests. No rooms may be rented and no transient families may be accommodated.

All leases must be for a **minimum term of at least sixty (60) days.**

The Lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc.

Owners are required to provide their Guests and Renters with a copy of the Windward Condominium Association of Vero Beach Inc. Rules and Regulations and inform the tenant as to which is the correct carport to park their vehicle.

No Owner shall advertise a home or a room for rent for occupancy on short-term, “hotel-like” or vacation rental sites such as Airbnb, VRBO, HomeAway, etc.

No Owner may use their Home as a Public Lodging Establishment, whether as a Transient Public Lodging Establishment or Non-Transient Public Lodging Establishment.

Each lease shall be subject to a security deposit, paid by the owner in the amount of **\$1,000.00** payable “Windward Condominium Association of Vero Beach Inc,” which will be returned to the owner at conclusion of the lease period.

If an Owner fails to abide by the lease restrictions or rules and regulations promulgated from time to time to implement this Section, the Board of Directors may levy a fine in accordance with Florida law as amended from time to time.

10) SOLICITATIONS of any kind are strictly prohibited

11) STORM PRECAUTIONS

All furniture and other articles, such as potted plants, must be removed from courtyards and porches during storm and hurricane alerts in order to minimize damage or injury from flying objects.

12) OUTSIDE WIRING AND ANTENNAS –

Television and radio antennas, satellite dishes or any wiring for any purpose may not be installed on the exterior of any building on the property.

13) OUTSIDE FIRES - Charcoal, wood, propane gas grills, smokers, and cookers are not permitted inside any apartment, on balconies, porches or on any portion of the condominium property.

14) TRASH - For sanitary purposes, use kitchen disposal for wet garbage. Other garbage and dry trash must be bagged and tied before being put into the dumpsters; spill outs attract insects and vermin.

Place RECYCLABLES in the BLUE RECYCLE CONTAINERS

- (1) Do NOT place cans, bottles, paper or cardboard into the blue recycle bins inside plastic bags!
Please empty your recyclables directly into the bins and throw the plastic bags into the dumpster.
- (2) Please flatten all boxes – they fill up the recycle containers when left whole. Pizza boxes must be flattened, empty and free of any cheese/sauce etc. and papers inside
- (3) What else goes in the blue recycle containers:
 - a. Clean, dry, food-free glass, cans, plastic bottles, containers with recycle symbol on them.
 - b. Dry, non-soiled papers, magazines, milk cartons (please flatten), cereal and juice boxes (please flatten)

ALL other trash goes in the LARGE TRASH DUMPSTER, including:

- a. **PLASTIC BAGS!** Even if you carry glass, plastic or paper in plastic bags, please empty the loose items into the blue recycle bins, and throw the plastic bags into the dumpster
- b. Baggies, freezer bags, plastic wrap, bubble wrap, flexible chip, juice or soup bags
- c. Rope, leashes, wire, string, or hoses
- d. Light bulbs
- e. Cups or lids with plastic or wax coating
- f. Polystyrene foam or plastic containers, such as “to-go containers”
- g. Food waste or soiled paper towels
- h. Diapers or pet waste
- i. Clothing, medical waste, household items such as plastic shelving, shower curtains, old plastic bins, batteries, electronics, or aerosol cans.

LARGE ITEMS that cannot fit in our dumpster (such as furniture, appliances, mattresses, televisions, lumber, old bicycles, etc.) should NOT be left in the trash/recycle corrals at Windward. Please consider contacting-

Goodwill 1066 US Highway 1, Vero Beach 772-770-3330 You can drop off. They do not pick up.

VNA Hidden Treasure Shop 656 21st St. Vero Beach 772-563-0010 Drop off, or call for pick up

Land Fill Solid Waste Disposal 1325 74th Avenue SW Vero Beach 772-5112 They will take anything: batteries, paint, oil, old furniture etc., however, they do not pick up.

Habitat for Humanity 4580 US 1 Highway, Vero Beach 772-257-0222. Drop off or call for pickup

15) SINGLE FAMILY OCCUPANCY - Use of a unit is as a single-family, private dwelling by its owner, his family, and his social guests. Any subdivision thereof is not permitted.

16) RIGHT OF ENTRY – To facilitate entry to a unit in the event of an emergency, **the owner of each unit is required to provide a key to the Association to keep on file**, to allow a member of the Board of Directors of the Association,

or any person authorized by it, or by the Management company or their representative the right to enter such unit, whether the owner is present or not at the time of the emergency. The keys are kept in a locked safe under the control of the Board President and the Maintenance Manager. (see - Windward Declaration, Part 2, Section XIII, G, Right of Entry into Units for more detail)

17) BULLETIN BOARDS These are for Condominium Association notices. Check them often for Association notices, meetings, events and minutes. Personal notices may not be posted without prior approval of the Board.

18) WATER -When a unit will be vacant for more than thirty (30) consecutive days, the unit owner is responsible for having the water to their unit turned off at the main water valve. Unit owners are responsible for any damage caused to other units or the common elements by their failure to comply with this requirement.

19) WATER HEATERS - All water heaters must be inspected by the owner on a regular basis and must be replaced when there are signs of leaking or they have otherwise passed their useful life. If a water heater that leaks and causes damage is determined to have been manufactured ten (10) years or more prior to leaking, the unit owner will be considered negligent and will be responsible for any and all damage to other units or common elements, including drywall.

20) WINDWARD CONDOMINIUM POOL RULES

One of the major benefits of our condominium community is our swimming pool. Many owners and lessees use it and they have the right to expect that it will be maintained and used by others with a high degree of regard for established community standards for enjoyment, sanitation, and safety.

- a. There is no LIFEGUARD on duty and all users of the pool do so at their own risk.
- b. A hot-water shower with soap is provided on the west side of the pool house, and it should be used each time before entering the pool since it is important to wash off suntan oils to prevent a scum forming on the tiles and plugging the filters. (When using suntan lotions, please put a towel on the lounges and chairs because lotions can ruin the plastic webbing.)
- c. For reason of common safety, children under twelve (12) may use the pool only under adult supervision.
- d. For reasons of sanitation, infants or toddlers (who are not toilet trained) may be taken into the pool only if they are wearing Swim Diapers.
- e. To avoid the danger of broken glass, only plastic or paper containers may be brought into the pool area. Please confine all eating to tables in the pool house. No food or beverages are allowed in the pool or on the pool wet deck (pool wet deck = 4 feet from outside edge of the pool).
- f. Large floats or rafts are not permitted in the pool.
- g. There shall be no running, game-playing, ball throwing, or horseplay in the pool area.
- h. No radios, stereos, or television sets will be allowed in the pool area.
- i. Cell phones are to be used only for texting, or listening to audio through ear buds or headphones. Cell phones may be used for emergencies. Please leave the pool area to make or receive any other phone calls.
- j. There shall be no smoking or use of smoking devices of any kind (including vaping) in the pool area
- k. No animals are permitted in the pool area or within 50 feet of the pool fence
- l. Pool hours are 8 AM to dusk.
- m. To maintain the pool's private legal status, unit owners or lessees should not invite nonresident guests to use it in the absence of owner or lessee.

*The maintenance person has been given the responsibility and authority to see that these rules are followed. Please cooperate with him. Address any complaints to the Board of Directors.

21) SECURITY/TRESSPASSERS -

If you are aware of trespassers on condominium property and after you have determined with reasonable certainty that they are such, you are advised by the Indian River County Sheriff's Department (772-569-7600) to inform them of the facts rather than to intervene yourself. The Moorings Security Patrol (772-231-1612) can also be called at any time of day or night, seven days a week. The Mooring Security Patrol is located at the Anchor Gatehouse and is available 24 hours a day, 7 days a week.

FINES FOR VIOLATIONS-

On March 3, 2022, the Windward Board of Directors approved a resolution to establish an enforcement process and procedure to impose fines for violations of the Windward Condominium governing documents, Bylaws and Rules and Regulations. Fines can range up to \$100 per day. Information on the Enforcement and Fine procedure can be found on the Elliott Merrill website.

COPY OF THE WINDWARD RULES AND REGULATIONS to be made available to your lessees or visitors can be downloaded from the **Elliott Merrill Community Management web portal:**

https://frontsteps.cloud/caliberweb2_elliottmerrill or obtained by writing to: Windward Condominium Association of Vero Beach, Inc., c/o Elliott Merrill Community Management, 835 20th Place, Vero Beach, FL 32960.

Windward Condominium Association of Vero Beach, Inc. Revised by the Board of Directors: July 1995, April 2004, December 2010, April 2013 and April 2016, October 2016, March 2017, February 2021, November 2021, March 3, 2022, June 22, 2022, October 3, 2022, November 2022.