

Silver Beach Condominium One Association

General Rules & Regulations

Effective: May 30, 2020

Replaces all previous Rules & Regulations documents

Official Document / Please Retain with Declaration

Declaration 23, Section 17.8

All UNIT OWNERS shall comply with reasonable rules and regulations concerning the use, maintenance, and appearance of the UNITS and the use of the COMMON ELEMENTS and ASSOCIATION PROPERTY, as may be made and amended from time to time by the ASSOCIATION in the manner provided by the ARTICLES or BYLAWS. Copies of such regulations and amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

PREAMBLE

The General Rules & Regulations have been approved by the Board of Directors of the Silver Beach Condominium One Association to ensure the safety and convenience of all who live or visit here. Compliance with the rules by everyone is necessary to protect the privacy and privileges of all.

Each Unit Owner is required to know the rules and regulations and to acquaint his/her family and guests or approved tenants with them. The Board of Directors will hold the Unit Owner responsible for non-compliance with damage to the common elements by anyone using his/her apartment, and will take such action against the Unit Owner as it deems necessary.

Special emphasis must be placed on familiarity with the rules and regulations regarding Guest Allowance, Waste Disposal, Parking, and Use of Pool, for it is these areas that most complaints and annoyances occur.

SECTION 1 ASSESSMENT

Day 01 --- Due Date. Association assessments are due on the *first day of each quarter* i.e. January 1, April 1, July 1, October 1. Special Assessments are due on the date specified by the Silver Beach Condominium One (SBC) Board of Directors and/or Property Management Company.

Day 11 --- Late Date. In accordance with the Declaration, assessments that are not paid *within 10 days of the due date* shall be considered late and shall be subject to a late fee equal to the greater of \$25.00 or 5% of the unpaid installment plus interest at a rate allowable by law not to exceed 18% per annum. A **Friendly Reminder** will be sent to the owner, stating the amount due, including any late fee, interest, and other charges or penalties, and a list of steps to be taken if payment is not paid within 30 days from the due date.

Day 32 --- If payment is not received *within 30 day of the due date*, the account will be turned over to the association attorney to pursue collection to the full extent of the law, which may include recording a claim of lien against the unit and filing a legal action to foreclose on the delinquent unit. The delinquent owner will be responsible for all attorneys' fees, costs, and expenses incurred during the collection process. Once a delinquent account has been turned over to the attorney, the owner can only communicate with the attorney about the status of his or her account.

Day 91 --- Suspend the owner's access to amenities, including but not limited to access to pool and any other amenity in the Community. Cost incurred by the Association in disconnecting and reconnecting amenities will be charged to the homeowners(s) account. Similarly, an owner's voting rights on association matters may be suspended.

SECTION 2 BALCONIES

- a. Any damage caused by non-compliance will be the sole responsibility of the Unit Owner.

- b. Due to the unpredictability of storms, Unit Owners are responsible to remove all furniture and miscellaneous items from the balconies when not in residence short or long term.
- c. Do not throw anything off your balconies as it can affect Unit Owners below you or vehicles parked below. This includes water from a hose or from a bucket.
- d. To clean your balconies, we suggest dry sweeping or vacuuming the debris, then wet mopping. Please ensure that mop water does not drip off the sides onto your neighbors, their balconies, and/or their cars.
- e. Hanging towels, rugs, etc., from the balcony are **not permitted** in order to maintain a neat appearance of the building.

SECTION 3 ENTRANCE AND EXIT DOORS

- a. To ensure the safety and security of all, unit owners and their guests must make sure that the doors close and lock when entering and exiting the building.

SECTION 4 GUESTS – OWNER NOT IN RESIDENCE:

- a. “Family” is defined as owner, spouse, parents, children, grandchildren, brothers, sisters, aunts, uncles, first-degree cousins. All relatives beyond this degree of relationship are to be classified as guests.
- b. Unit Owners may **ONLY** from **TIME TO TIME** permit guests to occupy his/her unit in his/her absence for periods not exceeding thirty (30) days in any twelve (12) month period. Any occupant in residence longer than thirty days will be considered a lease and must comply with guidelines outlined in Declaration 26, Section 18.6.
- c. **Unit Owners must submit a signed letter** to the Property Manager at least fourteen (14) days prior to the arrival of their guests. The letter must include the following information:
 - i. Guest’s name
 - ii. Number of occupants
 - iii. Vehicle
- d. **No Unit may be occupied by more than two (2) persons for each bedroom in the unit without prior written consent from the Association in the absence of the unit owner.**
- e. Guests are not allowed to bring pets into the building or common areas.
- f. The Unit Owner must supply their guests/tenants/etc the Rules & Regulations. It is the Unit Owners responsibility to ensure all guests comply with the guidelines set forth in the Silver Beach Condominium One Association Declaration, Bylaws, and Rules and Regulations. See Declaration 28, Section 19.1.4

- g. All guests must display a temporary parking permit in their car window when visiting a resident to avoid towing. Additional parking permits can be obtained by contacting the Property Management Company.

SECTION 5 NOISE/NUISANCES

- a. Reference: Declaration 23, Section 17.6
- b. As a courtesy to your neighbors below you, please be conscientious about keeping noise levels low during the early morning and evening hours.
- c. Please be conscientious when moving furniture in your unit along the tile floors (chair glides may help) as this can be heard by your neighbors below. Also, please be mindful of doors slamming upon entering/exiting your unit.

SECTION 6 AUTOMOBILE PARKING SPACES

- a. Reference: Declaration 5, Section 3.4.2
- b. The parking spaces are ASSIGNED by the ASSOCIATION and are LIMITED COMMON ELEMENTS. Parking spaces are assigned as follows:

PARKING SPACE #	UNIT
1	301
2	702
3	302
4	602
5	601
6	402
7	603
8	503
9	202
10	701

PARKING	UNIT
11	702
12	701
13	203
14	403
15	201
16	401
17	303
18	502
19	501

- c. No Unit Owner, Guest or Resident shall park in a parking space assigned to another

UNIT without that Owners expressed permission. Unit Owners are assigned spaces which are marked as "OWNER ONLY (#)", see list. Unauthorized vehicles are subject to being towed at vehicle owner's expense.

- d. Unit Owners, Guests or Residents, when occupying their unit on a permanent or temporary basis, are allowed a maximum of 2 vehicles per unit. They must first use their assigned parking space(s) marked "OWNER ONLY" as their **PRIMARY** parking space(s) before utilizing any parking space(s) marked "PERMIT ONLY". All "PERMIT ONLY" spaces are to be used on a first come first serve basis.
- e. Vehicles parked in an "OWNER ONLY" or "PERMIT ONLY" space without a visible parking permit clearly displayed are subject to being towed at the owner's expense.
- f. In their absence, Unit Owners, Guests or Residents who leave a vehicle on site, knowing that they will not be able to move it in the event of an emergency and/or maintenance issue, are required to notify the management company before leaving, making arrangements to access the key to that vehicle. If not, vehicle will be subject to being towed at owner's expense.
- g. Parking is only allowed in designated parking spaces. No parking allowed in drive area. Vehicles will be towed at the owner's expense.

SECTION 7 POOL/SPA

- a. No unauthorized person shall touch or reset the pool equipment or heater behind the pool wall. Any damage done by a resident or guest as a result of touching or moving the pool controls will be assessed to the owner of said unit. If you have concerns regarding the pool or any of the settings, you must contact the Property Manager or member of the Board of Directors.
- b. Silver Beach residents and their guests can use the pool 24 hours a day, 7 days a week.
- c. Quiet times are between the hours of 9:00PM and 9:00AM. Please refrain from making loud noises, speaking loudly, or playing radio's during these hours. All Unit Owners, their guests and/or tenants must adhere to these rules in order to maintain the 24X7 pool schedule.
- d. Minors / Children under the age of 16 are not allowed in the pool/spa area unless accompanied by an adult.
- e. **No** running, jumping or diving in pool area is permitted for safety and insurance reasons.
- f. **No** standing or sitting on pool wall (*waterfall wall*) is permitted.
- g. Use of devices such as slip and slides are not permitted.
- h. **NO GLASS CONTAINERS OF ANY KIND ARE PERMITTED IN THE POOL AREA.** The cost associated with the clean-up of broken glass will be the responsibility of the Unit Owner. Unit Owners will be responsible for any tenants, guests, etc.

- i. Use of small pool toys and rafts will be allowed as long as they do not interfere with the comfort and pleasure of other residents using the pool.
- j. Gate must remain closed at all times for safety reasons and so that the gate does not get damaged by winds.
- k. Gate must remain locked when not in use for safety and security reasons.
- l. If you are coming from the beach to the pool please be sure to hose off any sand and clean off any tar. This will prevent the pool filter from clogging and will help keep maintenance costs down.
- m. Do not leave chairs, towels, etc., in pool area, as it will be disposed of.
- n. If the Pool Furniture is moved during use, it must be returned to its original order before leaving the pool area. Umbrellas must be closed upon leaving.
- o. Each resident and/or guest is responsible for the removal of any garbage and/or cigarette butts from the pool area.
- p. All residents must adhere to rules posted in the pool area.

SECTION 8 TRASH ROOM

- a. Unit Owners and Guests must dispose of trash via the trash chutes located on each floor or manually placed in the dumpster. No exceptions
- b. Trash must be bagged tightly. No loose garbage should be thrown down chute or placed in dumpster as it will smell and permeate through the hallways.
- c. **Cardboard boxes must be broken down, flattened and disposed of manually in dumpster. DO NOT THROW CARDBOARD DOWN THE TRASH CHUTES;** the cardboard can get lodged in the chute.
- d. Do not leave trash or boxes in the trash rooms on each floor. It must be disposed of properly.
- e. FOR BULK PICK UP, CONTACT WASTE MANAGEMENT AT 954-974-7500.
Arrangement and charges for bulk garbage removal is the responsibility of each Unit Owner or their Guest.
- f. The common area Trash Room cannot be used for storage of any items due to the fact that the dumpster must be rolled out by our trash company. Any items left in the Trash Room will be considered trash.
- g. The hose can be used by unit owners to hose off any sand prior to getting into the pool, washing your cars, etc. After use of the hose, please return hose to hose holder and be sure to turn waterspout and water valve off.

SECTION 9 SALE, TRANSFER, AND LEASING OF UNITS

- a. Reference: Declaration 24-29, Entire Section 18 and Entire Section 19.
- b. Unit Owners MUST give Written Notice to Association when the Unit Owner has intent to sell, transfer or lease his unit before advertising the sale, transferring the deed or leasing the unit.
 1. An Application for Residency must be completed prior to closing.
 2. You must allow 30 days from the date that the completed application is received by the Property Manager for review by the Board of Directors returning the status of the application. Sale, Transfer & Leasing dates should be coordinated appropriately.
 3. Application Fee of \$100.00/individual, \$150.00/couple and \$75/additional individual will apply.
 4. A Certificate of Approval must be obtained from the Board of Directors prior to closing after meeting with two (2) board members.
 5. The Seller must submit to the Buyer the following Silver Beach Condominium One printed legal forms:
 - Declaration of Condominium
 - Bylaws
 - General Rules and Regulations
- c. Leasing terms; Minimum of 3 months, maximum of 12 months within a 12-month period.
 1. It is the Unit Owners responsibility to ensure that the leasing parties follow the guidelines as described in the Silver Beach Declaration, Bylaws, Articles, and Rules & Regulations.
- d. Contact the Property Manager for the application forms.

SECTION 10 PETS

- a. Reference: Declaration 23, Section 17.4 Pets.
- b. ALL PETS MUST BE REGISTERED WITH THE PROPERTY MANAGEMENT COMPANY and must meet the guidelines set forth in the declaration. This applies to all unit owners, tenants, guests, etc.
- c. All animal owners will scoop-poop if the animal defecates on the lawn or common areas of the condominium property.
- d. Pets are not allowed to run loose in the hallways, lobby, or anywhere within the building or on the grounds.

SECTION 11 GENERAL CONDITIONS AND INFORMATION

- a. In the event of any emergency developing in or threatening any unit, whether or not the Owner is in residence, the Board of Directors, Agent of the Board, Property Manager, or Emergency Personnel will have the immediate right to enter in order to remedy the cause of the emergency.
 - To facilitate such emergency entry, each Owner MUST deposit a duplicate key or keys, along with any alarm codes, to his apartment to the Board of Directors and Property Manager for safe keeping.
 - All efforts will be made to minimize the damage of affected units. In the event emergency personnel or the Association does not have key entry, all damages incurred by forced entry will be at the responsibility of the Unit Owner.
- b. All Owners who plan to be absent for any length of time, should prepare their unit prior to their departure as follows:
 - ALL items must be removed from balconies in case of wind storms.
 - Unit Owners should designate some responsible firm or individual to care for the unit and take necessary precautions in order to prevent hurricane damage and remedies if necessary.
 - The BOD or Property Manager should be advised of the responsible party in the owner's absence.
- c. Any work or construction which causes noise, furniture deliveries, moving in, and/ or moving out of the building is allowed Monday through Saturday, between the hours of 8:00AM and 6:00PM.
- d. Please be considerate of other residents by returning shopping carts to trash room immediately upon unloading groceries.
- e. Smoking is NOT permitted in interior public spaces including lobby, hallways and elevators.
- f. For consideration of all, unit doors shall not remain open.
- g. Using common area of trash rooms on each floor for storage is not permitted. Personal items must be stored in assigned closet.
- h. When leaving for an extended period of time, all residents must shut off main water valve in their unit.

SECTION 12 GAS AND CHARCOAL GRILLS

- a. Use of gas and charcoal grills are prohibited on all balconies and/or in all units of Silver Beach Condo One.
- b. Storage of gas containers is prohibited in all units and balconies.

SECTION 13 KEYS (Addendum Effective February 5, 2016)

Policy Purpose

To maintain the security and safety of the owners, tenants and guests of Silver Beach Condominium through the sound administration of an electronic key system consisting of the key Fobs and the supporting electronic systems and other keys (MEDECO) used to manage access to the common areas of the building.

Owners

- a. Silver Beach Condominium will issue Key Fobs only to the registered owner of a condominium unit or to a tenant of a unit with the express written consent of the unit owner. Each unit will be entitled to two (2) key Fobs that will be issued free of charge to the unit owners. Key Fobs are provided ONLY for individuals who are permanent and registered residents of a unit. Any additional Fobs must be purchased at a cost of \$25 per Fob, including replacements for lost or stolen Fobs, at which time lost or stolen key Fobs will be de-activated .
- b. A maximum of 4 Fobs will be issued for each unit. A request for more than 4 Fobs per unit must be approved in writing by the Board of Directors, who will retain sole discretion to approve such requests.
- c. Two MEDECO keys will be provided free to every unit. A request for more than 2 MEDECO keys per unit, when there are more than 2 permanent and registered residents in a unit, must be approved in writing by the Board of Directors, who will retain sole discretion to approve such requests at a cost of \$100 for each additional key.

Renters

- a. The unit owners will have the sole responsibility for managing key Fobs and MEDECO keys for their tenants and for informing the Board of Directors or the Property Manager of changes in the status of rental agreements for their properties.

Loss or Theft

- a. The unit owners are responsible for reporting the loss or theft of any key Fob and/or MEDECO key to the Silver Beach Condominium property management company. Lost or stolen Fobs will be immediately de-activated to prevent any potential misuse of the device. Replacement key Fobs will be issued at a cost of \$25 per Fob and MEDECO keys at a cost of \$100 per key by the property management company.
- b. As lost or stolen MEDECO keys cannot be de-activated, replacement keys will be provided per unit, one key within a 12 month period. Thus, if necessary, only one MEDECO key can be replaced every 12 months at the cost of \$100 per key. If at any time, BOTH MEDECO keys have been lost or stolen, replacement for these keys must be approved in writing by the Board of Directors, who will retain sole discretion to approve such requests. In this case, the cost for replacement keys would be \$150 per key.

Emergencies

- a. As stated in Section 11 of the Silver Beach Condominium Rules and Regulations: In the event of an emergency...To facilitate such emergency entry, each Owner MUST deposit a duplicate key or keys, lock codes and alarm codes to the unit to the Board of Directors and property management company for safe keeping.

- b. Per Silver Beach Condominium By-Laws, Section 9.4, entrance into a unit is also permitted for performing any “maintenance, repair or replacement of any Common Elements or any other UNIT, or for making emergency repairs necessary to prevent damage to any Common Elements or to any other UNIT...”