

Strandview Tower Condominium Association.

Rules and Regulations.

Ratified by Strandview Board of Directors on 28 March 2008.

Section E.8 amended by BoD on 12 February 2015.

Section D.10 amended by BoD on 06 April 2016.

Section D.4 amended by BoD on 09 November 2016.

A. Purpose of these Rules and Regulations.

- 1) **Betterment of the Community.** To provide an accepted and uniform framework for living which encourages superior standards of common decency among our Owners and Residents, and promotes a sense of community and respect.
- 2) **Owner Guidance.** To provide uniform guidance to Owners and others concerning the implementation of their obligations to the Association and their fellow owners under the Declaration of Condominium, Articles of Incorporation, and the Bylaws (Condo Docs).
- 3) **Renter/Guest Information.** To make renters and guests cognizant of their obligations while residing in a condominium unit and using common facilities.

B. Implementation of these Rules and Regulations.

- 1) **Completeness.** These Rules and Regulations completely subsume and replace all previous Association Rules and Regulations. In the event of discrepancy between these Rules and Regulations and the Declaration of Condominium, Articles of Incorporation and the Bylaws, the Declaration of Condominium, Articles of Incorporation and Bylaws (Condo Docs) will prevail.
- 2) **Definitions.**
 - a) **Approval of the Board** means approval of the Board of Directors of the Association by a majority vote at a Regular Meeting, or – in cases when a Regular Meeting would not be timely – by the President of the BoD at his/her discretion, with a poll of the BoD members.
 - b) **Owner** means any of the legal owners of a unit if natural persons, or -- in the case of ownership by a Trust, Estate, Corporation or other legal entity -- the natural person designated by that legal entity to be the primary occupant and have voting rights in the Association for that unit.
 - c) **Resident** means any person – owner, family member of an owner, a renter, or a guest -- who legally occupies a unit overnight.
 - d) **Visitor** means any non-resident person including guests and service personnel, who are physically in a unit or on Association premises with the permission of an Owner or Resident.
 - e) **Pool Area** means the fenced area that encloses the swimming pool.
 - f) **Management** means our property manager, including designated employees of the management company hired by the BoD to handle day-to-day management of our Condominium.
- 3) **Enforcement.** Enforcement of the Rules and Regulations shall be the responsibility of the Board of Directors of the Association (BoD). Perceived violations of these Rules and Regulations should be reported immediately to a member of the Board of Directors or to Management. In cases of dispute concerning interpretation of these Rules and Regulations, final determination will be made by the BoD at a Regular Meeting.
- 4) **Penalties.** Penalties for infractions of these Rules and Regulations shall be handled in accordance with Section 7.1 of Association Bylaws.
- 5) **Amendments.** Additions and/or changes to these Rules and Regulations may be made at any time by the BoD at a Regular Meeting or by the Owners at an Annual or Special Meeting of the Association, provided that unit owners receive advance written notice fourteen (14) days prior to the meeting.. Any such approved changes shall go into effect seven days after notification is mailed to each legal owner at the address of record.

C. General Rules and Regulations.

- 1) **Owner Responsibility.** The Owner is responsible for the conduct of all occupants of their unit -- including Residents and Visitors – both while in the unit and while on Association property. They are also responsible for any damage to the common elements, or to the property of others, caused by such persons. This rule specifically includes damage caused by construction and/or delivery activities.
- 2) **Illegal Activities.** Owners shall ensure that no illegal acts are committed in their units or on Association property by their Residents or Visitors.
- 3) **Pets.** No pets or other animals of any species are permitted on the premises at any time. This rule is not intended to exclude necessary “service animals” protected under the law.
- 4) **Signs and Exterior Attachments.** With the exception of designated bulletin boards, no signs, no personal items or equipment of any sort, or any notice may be posted on or attached to Association property, including the doors of individual units, without Approval of the Board.
- 5) **Children.** The activities of all children in units and on Association property must be supervised at all times by an adult.
- 6) **Compliance with Documents.** Each Resident or Visitor shall comply with all the terms and conditions of the Declaration of Condominium, Articles of Incorporation, Bylaws, and these Rules and Regulations.
- 7) **Owner Address.** Each Owner is required to file with the Association a valid current mailing address to which official notices will be sent. The Owner may also provide the Association an electronic mailing address and a consent to receive notices by electronic transmission.

D. Rules and Regulations Concerning Use of Units.

- 1) **Residential Use Only.** Condominium units may be used only for residential purposes. Rental of units is permitted as defined by the Condo Docs.
- 2) **6 Person Rule.** In accordance with Section 10.8 (D) of our Declaration of Condominium, each unit is limited to six Residents at all times an Owner or a family member of an owner is not in residence. Reasonable exceptions to this rule *may* be granted for relatively short periods of time, upon request in advance and Approval of the Board.
- 3) **Maintenance and Repair.** Owners are responsible for maintenance and repair of their unit. In the event of negligence concerning maintenance that impacts other owners or common property, following appropriate notification, the Association may undertake actions as defined by the Declaration of Condominium, Section 9.2.
- 4) **Negligence.** An owner shall be liable for the expense of Negligence as defined by the Declaration of Condominium, Section 9.12. Such expense may include, in addition to repair of physical damage, monetary damages suffered by STCA (e.g. unwarranted utility expense) due to unit-owner negligence.
- 5) **Guest/Rental Agreement.** All renters and/or guests who reside in a unit, unaccompanied by the owner, shall sign a “Guest/Rental Agreement” prior to using a unit. As a minimum, that agreement shall provide for honoring these Rules and Regulations, specifically including the “6 Person Rule” of D.2 above. Rental agents, if employed, shall be provided with copies of Condo Rules and Regulations and Guest/Rental Agreement by the owner.
- 6) **Keys to Units.** Keys to each unit must be provided to Management for use in case of emergency and for routine building maintenance (e.g. pest control). If locks are changed, a copy of the new key must be provided immediately.
- 7) **Cooking Equipment.** No cooking equipment with an open flame (charcoal or gas grills, hibachis, etc) may be used on lanais, on balcony walkways, or anywhere else on Association property except for the common barbeque facility provided by the Association. Rules for the use of the common barbeque facility will be posted.
- 8) **Falling Articles.** Owners shall ensure that nothing falls, or is thrown or otherwise released by occupants of a unit, from windows, window sills, or common balconies onto Association property.

- 9) **Visible Decoration.** Owners shall ensure that window treatments and other interior decorating features, which are visible from the outside of a unit, are consistent with the style and appearance of our overall building.
- 10) **Remodeling.** Every owner shall provide notice to Management of all contractors who will be working on Association property, deliveries and emergency repairs with an Owner (or his agent) present excepted. Owners shall ascertain that all contractors are fully insured, do not create a nuisance or dangerous conditions, remove all construction debris and packing materials from Association property, and clean up after themselves. All remodeling must be done in accordance with the latest set of *Technical Specifications* approved by the Board of Directors.
- 11) **Hard Flooring.** Installation of “hard” flooring (e.g. tile) may only be done in compliance with Section 9.6 of the Declaration of Condominium which requires a Board-approved underlayment system.
- 12) **Noise.** Owners shall ensure that the level of noise emanating from their unit, or their guests elsewhere on Association property, is reasonable for the time and circumstances and not disturbing to others. In general, between the hours of 11PM and 7AM the sounds of audio equipment and/or raucous behavior should not be heard beyond the confines of the unit itself.
- 13) **Water Shutoff.** Water shall be turned off, at the main shutoff in each unit, any time the unit will be unoccupied for a period in excess of 24 hours.
- 14) **Trash.** The in-sink disposal unit shall be used for all appropriate garbage. Other garbage and trash shall be securely enclosed in a plastic bag and deposited in the trash chute on each residential floor. Under no circumstances may cardboard boxes and other large items be sent down the trash chute. Break down boxes and dispose of them properly directly into the dumpster. Recyclables shall be deposited in the appropriate containers located in the parking area.

E. Rules and Regulations Concerning Use of Common Facilities.

- 1) **Mutual Respect.** Use of all common facilities shall be limited to the purpose intended, and these facilities shall be used in a manner that respects the rights and privacy of all other owners. Owners may request, in advance, that the Board grant a one-time exception to a specific rule or regulation, in order to accommodate a special circumstance. Such exceptions may be granted at the discretion of the Board.
- 2) **Recreational Areas.**
 - (a) The swimming pool and recreational areas are solely for the use of the Condominium residents and their invited guests. Visitors, when using the swimming pool or any other common facility, must be accompanied by a resident. No more than eight (8) residents and visitors per unit may use the common facilities on a given day without prior approval of the Board.
 - (b) Swimming and the use of other recreational facilities shall be at the risk of those involved and not in any event the risk of the Association.
 - (c) The regulations covering the use of the swimming pool, pool area and recreational facilities, permitted hours, guests’ rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and posted in the swimming pool areas and recreational areas.
 - (d) Remove sand and oils at the poolside shower before swimming. Dry well before leaving the pool area and entering elevator.
 - (e) Glass items of any kind are not allowed in or around the pool area.
 - (f) Pool Area furniture may not be “RESERVED”. Pool Area furniture may not be placed below seawall. Return Pool Area furniture to Pool Area when not in use.
 - (g) Swimming shall not be permitted in the pool after 9 PM at night.
 - (h) For safety purposes, the pool gate is padlocked overnight. If you are last to leave after 6PM please lock it behind you.
 - (i) Dry footwear is to be worn when walking between pool, parking area, elevators and corridors etc., in order to minimize asphalt residue carried into the building.

- (j) Pool Safety is paramount. Please advise a Board Member or Management of any issues.
- 3) **Storage of Personal Property.** Storage of any personal property, including flotation devices (eg. “noodles”), in any common areas including the Pool Area is not permitted. Any obstruction, at any time, of the stairwells, fire doors, and fire equipment violates the local fire code and is not permitted. Property is subject to removal.
 - 4) **Storage Closets.** Storage closets are available for rental on a first come, first serve basis. Contact BoD for information on the procedure on costs, waiting list, etc.
 - 5) **Parking.** Numbered parking places are limited common areas and intended for the exclusive use of the designated unit. Park only in appropriate designated parking places. Over-sized vehicles and trailers shall not be parked overnight on Association property without prior Approval of the Board. Motorcycles may be parked in any appropriate designated parking space, but may not be started or operated while under the building.
 - 6) **Vehicle Washing and Maintenance.** Except in cases of emergency, no vehicle maintenance shall be performed on Association property. Car washing is permitted only in the designated area at the southwest corner of the parking lot, where ready access to water is provided.
 - 7) **Bicycle Parking.** Bicycles may only be parked within a unit or in the Association-provided bicycle rack. All bicycles on Association property must be identifiable by unit. Bicycles may only be parked in the bicycle rack when a unit is occupied. Upon request, the Board of Directors may, at its discretion, authorize bicycle parking in a unit’s designated parking area, so long as such parking does not impair the passage of any resident to their parking area or to common facilities.
 - 8) **Smoking.** SMOKING is NOT PERMITTED in any COMMON AREA including lobby, elevator, stairwells, balcony walkways, pool area, under the building, parking lots, lawns, etc. OR in any LIMITED COMMON ELEMENT including assigned parking spaces, lanais, storage closets, etc.
 - 9) **Carts.** Various carts, stored on the first floor of the north stairwell, are available for use of residents. Please return promptly to this location after use.