

# Rules and Regulations for Residents

- A. **Owner Alterations:** The Association must approve any and all changes or alterations to the Common Elements of the condominium: the grounds and building exteriors. This includes, but is not limited to: courtyards, grounds, docks, dish antennas, and anything on the exterior of the building. All requests for change shall be directed to **Palmer Property Management** in writing. Without exception, no work may commence BEFORE the Board of Directors has approved the work. The Association may condition its approval in any way it reasonably believes is needed to protect the Common Elements or minimize the impacts to the other residents of the condominium. Once approved, any maintenance of the alteration becomes the responsibility of the Unit Owner to maintain or remove. If alterations are removed, the Owner must restore unit or common elements to its original condition. Please refer to Section 17.4 and 17.9 of the Declaration of Condominium.
- B. **Keys:** The Florida Condominium Act provides that the Association is required to have access to all units in case of emergency. Please leave one key with the manager and one key with the Association. The Association's key will be kept on the Condominium Property at all times.
- C. **Repairs:** All requests for repairs must be directed to the Association Manager, **Palmer Property Management. Their office is open Monday through Friday, 9:00 a.m. to 2:00 p.m. ppm@myppm.net (941) 875-9273, 6210 Scott Street, #214, Punta Gorda, FL 33950.**
- D. **Trash:** Pickup is on Tuesday and Friday, curbside in front of unit. Trash must be placed in the rolling plastic bin provided and deposited the morning of the pickup day. If you will be out of town on pickup day, please make arrangements with a neighbor.
- E. **Recycling:** Recycling is picked up on Fridays from the north side of the Association's street that leads to the pool. All recyclable material is to be placed in the rolling plastic bin provided; paper, glass and plastic can all go in the same bin; no plastic bags are accepted. Ensure bins are five feet apart so the mechanical arm on garbage truck can pick up bins.
- F. **Yard Waste:** Yard waste is picked up separately. Yard waste (clippings and limbs) is collected on Friday only. Do not place clippings in plastic or paper bags. Yard waste must be bound in accordance with applicable governmental requirements and placed for pick-up on Bal Harbor Blvd.

G. **BBQs:** NPFA 1:10.10.6.1 states “For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure”. Our insurance carrier requires all our buildings to abide by the ten foot setback. Our insurance inspector has warned us that failure to comply can affect our insurance coverage.

H. **Plants:** Owners are free to plant what they want in their courtyard; however, the Association's lawn service will not maintain the unit's courtyard. The unit owner shall be responsible for any damage he or she causes to the common elements in the courtyard or elsewhere in the condominium. Any plants that die on the front or side of a Unit (in the common elements of the condominium) will be replaced by the Association from an approved list. Landscaping adjacent to lanai is the responsibility of the unit owner. Replacement plantings shall be from the approved list. Any Owner desiring an exception to the approved planting list must make a request in writing to the Association. The list of approved plants can be found in this handbook.

I. **Trees:** Fruit and Schefflera trees shall not be planted or replaced on Condominium Property. The list of approved trees can be found in this handbook.

J. **Pool:** If you uncover the pool or raise the umbrella, please be sure that by the end of the day the cover is put back on and the umbrella is lowered. The pool is heated to 85 degrees during the months of November to April, depending upon the weather. When the day time temperature drops below 70 degrees, the heater is lowered to 75 degrees.

K. **Water:** When you leave for a period of days, shut off the water valve on the exterior of your unit. This could protect your unit and adjacent units from leaks or water damage when you are not in residence. The Association is responsible for the water system up to and including your shut-off valve, but you are liable for any damage done to the common elements or another unit if a leak arises from your unit or any part of the plumbing system you are required to maintain. When returning, turn on the water valve by SLOWLY moving the handle in a COUNTER-CLOCKWISE motion. Do not try to force it. Before applying heavy pressure, try a lubricant (WD-40, for example) and try to loosen the handle. Use care to avoid needless repair costs to the Association.

L. **Pets:** Each unit may maintain no more than one dog, (maximum mature weight 25 pounds), or two cats. Owners must keep pets on a leash while on Association grounds and pick up all solid wastes of their pet. Please refer to Section 17.3 of the Declaration of Condominium for more restrictions.

M. **Parking:** Unit Owners, guests, service providers and tenants must park ON PAVED PORTIONS OF THE DRIVEWAY AND ROADWAY ONLY. If damage is done to the Condominium Property including, but not limited to, the irrigation system or landscaping due to a violation of this rule, the Unit Owner and/or tenant will be jointly and severally liable for the cost of repair caused by the violator. No commercial vehicles, campers, mobile homes, motorcycles, boats or trailers are allowed in the driveways except as noted in Section 17.10 in the Declaration.

N. **Garage Sales:** Any "garage sale" or similar sale must be approved by the Board of Directors prior to being held or advertised. The lack of visitor parking is a concern.

O. **Notice to Owner for Non-Emergency Entry Into Unit:** If the Association determines it is necessary for a vendor or contractor hired by the Association will require entry into an Owner's Unit for any non-emergency reason, the Unit Owner will be provided with at least twenty-four (24) hours' notice by telephone, e-mail, text or hand delivery to the Unit. The Unit Owner or the Unit Owner's representative must be available to open the Unit, remain with the vendor while inside the Unit and lock the Unit when the work is complete.

P. **Pest Control:** Unit Owners are responsible for pest control for both the interior and exterior of their individual Units.

Q. **Boat and Dock Regulations:** The objectives of this regulation are to: (a) allow owners to utilize the limited boat and dock facilities without undue inconvenience, while minimizing possible sources of annoyance to other residents of the condominium or interference with their peaceful possession and proper use of the condominium property, and (b) to assist in maintaining compliance with the City of Punta Gorda Canal Maintenance District Regulations. (Regulations A and B below are also included in Section 17.13 of the Declaration)

1. Boats of no more than 30 feet in overall length (which include manufacturer's rated length and any installed dimensions fore and aft) shall be moored at the North or South canal docks. The overall length of boats docked at Units 1, 2, 26 and 27 shall be limited to twenty-eight (28) feet in overall length (which include manufacturer's rated length and any installed dimensions fore and aft).
2. Boats greater than thirty (30) feet in overall length (which include manufacturer's rated length and any installed dimensions fore and aft) may be moored at the three easterly docks for Units 13, 14 and 15, provided same do not encroach on the dock space of an adjacent Unit Owner.

3. Should owners of a Unit desire to have dockage for a boat longer than thirty (30) feet in overall length, they must arrange with the owner of Units 13, 14 or 15 for a swap of docks or a lease. The owner desiring dockage under such conditions must obtain the owner's permission in writing and provide a copy of that permission to the Board of Directors for agreement before commencing such dockage. Similarly, should owners of Units 1, 2, 26 and 27 desire to have dockage for a boat longer than twenty-eight (28) feet but no longer than thirty (30) feet in overall length, they must arrange with any other owner for a swap of docks or a lease, obtain permission in writing and provide a copy of that permission to the Board of Directors for agreement before commencing such dockage.
4. Boat height in North or South canals shall be limited to 12 feet above the water line not including masts or antenna. Boat owners are responsible to prevent halyards from slapping.
5. No outboard pilings shall be installed for docks in the North or South canals. Outboard pilings may be installed for the three easterly docks (assigned to Units 13, 14 and 15) but must be in compliance with the appropriate regulations of the City of Punta Gorda's Canal Maintenance Authority. If the City of Punta Gorda requires a permit, then such permit shall be acquired before commencing any work. Association approval is required prior to commencing any work and shall be applied for as in Section H, above.
6. Boat lifts or davits are not permitted. However, the Slide-Moor docking system may be installed on the pilings. Whips may be allowed but shall be attached to the dock, not the sea wall, which is a requirement of the City of Punta Gorda Canal Maintenance Authority. ~~Floating docks may be allowed, subject to Board approval and City compliance. If not maintained, the docks must be removed by the owner with Board approval, and at the owners' expense~~
7. The City of Punta Gorda does not allow cleats on the seawalls, but they are permitted bolted onto the dock surface. Dock pilings may not support the pull of mooring lines of large heavy boats during storms. Instead, ground anchors screwed into the lawn (or appropriate-sized steel stakes) placed a minimum distance of 6' back from the inside edge of the seawall (and otherwise in accordance with City of Punta Gorda requirements) shall be used. To facilitate lawn mowing the anchors and their chains must be flush with or below the grass. Because of the many underground utility and irrigation lines, Owners must contact the Association's Management Company and have all such lines located before commencing any installation. Owners are responsible for any damage they might cause to the seawalls, docks and underground services.

8. Except as provided in Paragraph G above, the top of the seawalls shall be clear of lines, hoses and anything that will interfere with lawn maintenance.
9. Light-weight additions such as grab bars, hooks, caps, or 5W (max) solar lights may be attached to the pilings. Deck boxes are allowed but must be secured to the dock.
10. Plans for all dock alterations, installations and lawn anchors shall be submitted to the Board of Directors for approval before any work is commenced.
11. Owners shall bear the entire costs of alterations to their assigned docks and shall be responsible for these alterations.
12. **Owners of vessels moored on docks located on or adjacent to the condominium property are required to carry a minimum of \$300,000 liability and property insurance in an amount to the full insurable value of the vessel and to name the Association as an additional interest on such policies. The Board may require that Unit Owners provide Certificates of Insurance, or other appropriate evidence of the Unit Owner's carrying such insurance.**

**R. Patios: Unit Owners may construct small, uncovered patios behind their unit provided plans and specifications for patios are approved in writing by the Board of Directors of the Association and are constructed in accordance with the patio guidelines as hereafter set forth. If plans are approved, all costs associated with the installation, maintenance, repairs and replacement of the patio will be the responsibility of the unit owner to whom the patio serves. All proposed patios will be constructed and installed in accordance with the following guidelines**

1. **Definitions:**
  - a. **Patio Envelope: The area within which a patio may be constructed. The patio may use all the area or any part of the area but may not extend beyond the boundaries of the Patio Envelope**
  - b. **Offset: Apartments 3 – 24 are constructed in a herringbone configuration. Offset is the distance equal to the length of the short wall between units. For end units with no adjoining unit to the east this distance will be eight feet.**
2. **A patio envelope will abut the unit to which it serves, and the patio must be wholly within the patio envelope.**
3. **The location or placements of patios shall be as follows:**
  - a. **All patios must be constructed on the canal side of the building**
  - b. **Included site plan shows approximate location of the Patio Envelopes.**

- c. There will be an 8' privacy setback on the east side of apartments 1, 3 – 24 and 27.
  - d. There will be an 8' privacy setback on the west side of apartment 2, 25 and 26.
  - e. Apartments 1 & 2: The Patio Envelope is the area bound by a point starting at the northwest corner of the unit, extending southeast to a point eight feet from the southeast corner of the unit, turning 90° towards the canal eight feet then following a straight line to the to a point eight feet from the inside corner of the outside wall of the adjoining unit to the west, if there is no unit to the west, then to a point parallel to the western wall of the unit eight feet from the northwest corner, then back to the starting point.
  - f. Apartments 3 – 24: The Patio Envelope is the area bound by a point starting at the eastern corner of the unit, extending west to a point eight feet from the western corner of the unit, turning 90° towards the canal to a point equal to the offset of the unit to the east and then following a straight line to the outside corner of the adjoining unit to the east, if there is no unit to the east, then to a point parallel to the eastern wall of the unit, then back to the starting point.
  - g. Apartment 25: The Patio Envelope is the area bound by a point starting at the southwest corner of the unit, extending northeast to a point eight feet from the northeast corner of the unit, turning 90° towards the canal eight feet then following a straight line parallel to the unit to the outside wall of the adjoining unit to the west, then back to the starting point.
  - h. Apartment 26: The Patio Envelope is the area bound by a point starting at the one foot from the southwest corner of the unit, extending northeast to a point eight feet from the northeast corner of the unit, turning 90° towards the canal eight feet then following a straight line to a point eight feet out from the starting point and then back to the starting point.
  - i. Apartment 27: The Patio Envelope is the area bound by a point starting one foot from the northeast corner of the unit, extending southwest to a point eight feet from the southwest corner of the unit, turning 90° towards the canal eight feet then following a straight line to a point eight feet out from the starting point and then back to the starting point.
4. Patios will remain free of gazebos, awnings or any other like item permanently or temporarily installed. Umbrellas are limited to 6' in diameter and must be lowered and tethered when not in use.

5. Patios must be made with earth tone pavers from the approved paver list determined by the board, to be included with the approved plant list. Each patio must be built with a slight slope away from the building to allow water to drain away from building structure.
6. In order to receive approval for the construction of a patio, a unit owner must submit detailed plans and specifications to the board. The plans and specifications must be prepared by an engineer or a qualified contractor authorized to conduct business in the city of Punta Gorda and must clearly show: (a) the location and the grade of the patio, (b) the materials which will be used for its construction, (c) the location of any utilities, including sprinklers and pest control boxes, (d) The plans shall show any new locations of utilities, including sprinklers and pest control boxes, (e) any other information as shall be required by the board
7. No patio will be constructed until its plans and specifications have been approved in writing by the Board of Directors of the Association, and until all necessary permits and approvals required have been issued by the applicable governmental agencies including the City of Punta Gorda. All modifications or changes in approved plans and specifications, including those which may be required by permitting agencies, must also be submitted to the board of the association for consideration and approval. Patios must be constructed and installed in accordance with approved plans and specifications. In the event a patio is installed in violation of the approved plans and specifications, or its installation is not approved. The unit owner to whose unit the patio shall have been installed, shall remove or correct the installation as directed by the Board of Directors. The association shall have the right to bring an action for injunctive relief and damages, to enforce the forgoing restrictions, and in any such action shall be entitled to recover costs and reasonable attorney fees in addition to other relief granted.
8. The following restrictions will govern the use of patios in addition to rules and regulations adopted by the board from time to time;
  - a. All cost associated with construction and maintenance will be the unit owner's responsibility.
  - b. Furniture to be located on a patio will be limited to chairs, tables, umbrellas 6' in diameter or less and planters of a size that can be moved by the tenant or their designee. In the event a named storm is predicted to impact the area all the furniture must be removed. When not in use umbrellas must be lowered and tethered.

- c. **Patios may not be used as storage areas. If a unit is unoccupied for more than ten days during hurricane season (June 1 to November 30) all furniture must be removed.**
- d. **Furniture and other items kept on patio must be maintained in an organized and tasteful manner in order to maintain the visual integrity of the condominium property, as determined by the board.**
- e. **Patios may not be used in such a manner, as to constitute a nuisance or to unreasonably disturb neighboring unit owner**
- f. **No plantings may be installed on the outside edges of the patio.**

S. **Leases:** All leases (for a minimum of 120 days) shall be in writing and approved by the Association. The Association has the right to terminate the lease if the tenant does not comply with the various rules of the Association. Rooms may not be rented. See Declaration 18.2.

T. **E-mail Communication: The Management Company needs your written permission to communicate with you by email. Please fill out and sign the form provided or send your permission by e-mail with your e-signature to Palmer Property Management.**

U. **Annual Meeting: The annual meeting will be held on the 3<sup>rd</sup> Tuesday in January.**