

# **RULES AND REGULATIONS**

## **Preface**

Since inception, Admiralty Point has maintained a tranquil and pleasant environment for its owners. As 144 owners, we depend upon each other to maintain an environment that respects each other's privacy and rights of ownership. Inevitably we are all faced from time to time with need for guidance and direction as to how we use our joint facilities and relate to others in that process.

The following Rules have in one form or another been in existence since our beginning. They have been made as clear and brief as possible. They serve to communicate between owners and management what is expected of all of us in our daily living at Admiralty Point.

Our Manager is responsible for the enforcement of our Rules and Regulations. That authority comes from the Board of Directors. If Unit owners have complaints and suggestions they should be made in writing to the Manager. If corrective action is beyond the scope of the Manager's duties, he or she will refer the matter to the Board of Directors.

# RULES AND REGULATIONS

## Admiralty Point Condominium Rules and Regulations

Approved and adopted at the Annual Meeting of Admiralty Point Condominium Association on February 10, 1995 and includes all changes adopted by the Board of Directors through April 21, 2015.

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- **Please refer to the Admiralty Point website for any updated Rules and Regulation that might have taken place after this publication.**

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## ADMIRALTY POINT CONDOMINIUM RULES AND REGULATIONS

### OCCUPANCY

#### 01. GENERAL OCCUPANCY:

Each Condominium Unit shall be used only as a single-family dwelling. When the owner is in residence, the Unit may be occupied by the members of his or her family and his or her houseguests.

#### 02. GUEST OCCUPANCY:

**When in residence:** Owners are expected to notify Security of the impending arrival of guests or visitors along with their names and length of visit. Guest's vehicles will be given a temporary identification sticker that should be kept in place during their stay. Owners shall be responsible for the actions of their guests, whether or not owner is in residence.

**When the owner is not in residence:**

1. When the guests are members of the owner's family (spouse, children, grandchildren, brothers, sisters and parents):
  - (a) The Manager shall be notified 24 hours in advance of the names, ages, relationship and times of arrival and departure of any guest.
  - (b) Guests must read and agree to abide by Association Rules and Regulations.
  - (c) One adult at least twenty-one (21) years of age must be in residence.
2. When the guests are not members of the owner's family as defined above in this rule:
  - (a) A guest form must be filled out by the owner and returned to the Manager at least three(3) days in advance of the guest's arrival.
  - (b) The guests must read and agree to the Association Rules and Regulations.
  - (c) One adult at least twenty-five (25) years of age must be in residence.

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- (d) Occupancy is restricted to one (1) family of not more than six (6) persons or two (2) adult couples.
- (e) The number of such guest visits is limited to not more than two (2) visits in any one calendar year and to not more than a total of thirty (30) days in any one calendar year.

**03. LESSEE OCCUPANCY:** Upon approval of the Board of Directors, an owner may lease his or her Unit for a period of not less than ninety (90) days nor more than one (1) year and only one (1) lease may be entered into during a period commencing July 1st of any year and ending June 30th of the following year.

Application by owner must be made on the Lessee Form obtained from the Manager. The completed Lessee Form together with processing fee of one hundred dollars (\$100) must be returned to the Manager at least thirty (30) days before expected occupancy.

After review by the Membership Committee the owner will be advised within twenty (20) days from receipt of application whether or not the proposed lessee is approved.

Families and guests are limited to not more than six (6) persons. Pets are prohibited. Unit cannot be leased to an unmarried person under the age of twenty-five (25) years. Lessees must state that they have read and will abide by the Rules and Regulations.

**04. CHILDREN:** Children shall not play in the public passageways, stairways, elevators, garage and parking lots. Children under twelve (12) years of age shall not be left unattended in any of the common areas including the pools, tennis courts, Clubhouse and patio areas.

**05. PETS:** No house pets of any kind shall be allowed on the premises. However, the developer of Admiralty Point II had authority to grant permission for a dog or cat to original purchasers of Units in Admiralty Point II provided they submitted an application. Permission may be canceled by majority vote of the Board of Directors.

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## BUILDING AND GROUNDS

**06. BALCONIES:** All wearing surfaces, waterproofing and sound abatement on individual balconies, patios, and roof garden terraces shall be the responsibility of the Unit owner, who shall be responsible for any damage to the Unit owner's own unit, other units or the common elements caused by water leakage or other problems caused by applied surfaces. The acceptable surfaces for balconies are ceramic type tile, or epoxy sealant approved by the Building and Architectural Committee. The Association shall be responsible for repairs to the concrete deck related to rebar insofar as damage is not caused by water leakage preventable by owner's diligence.

When replacing hard surface floor coverings on balconies, patios, roof gardens and terraces, sound deadening underlayment must be approved in writing prior to installation by the Building and Architectural Committee and by the Board of Directors. The exterior sliding glass door thresholds (West Building only) must be raised, the concrete slab and underlying reinforcing rods ("rebar") repaired and the concrete surface water-proofed all in accordance with Admiralty Point specifications. In addition, the waterproofing and sound abatement must be inspected by the Association expert in accordance with the Association's construction Terms and Conditions.

Inflated rafts, cushions, sailing gear and similar recreational equipment shall not be stored on balconies. No clotheslines are permitted. Nothing shall be draped or hung from balcony railings, except holiday decoration during the season.

Such prohibitions shall include but not be limited to bathing suits, towels, beach mats and mops. No garments, rugs, mops or other objects shall be dusted or shaken from the balconies or windows of a unit. Nothing shall be thrown or dropped from balconies or windows of a unit. Hosing balconies or screens is prohibited.

Watering of plants, sweeping and mopping of balconies shall be done so as not to bother persons residing on lower or adjacent units. Cooking is not permitted on balconies.

Owners who leave their units unoccupied for more than four days must clear their unscreened or un-shuttered balconies of furniture and loose objects. In the event that this clearance must be done by our condominium staff for storm safety measures, the owners will be charged an amount approved by the Board of Directors.

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**07. BEACH ACCESS:** Access to and from the beach shall be by the walkway along the Pass by the stairs located by pool area. Owners and their guests should never climb over the sea wall or walk through the vegetation, either going to, or returning from the beach. Foot sprays should be used to remove sand or dirt to avoid tracking on carpets and into lobbies.

Footwear and cover-ups must be worn to and from the elevators and units. Towels are not considered a cover-up. No beach chairs, floats, etc., are to be stored under the pool deck facing the beach.

**08. DEVICES AND HAZARDOUS ITEMS:** Unless written approval is obtained from the Board of Directors, residents shall not install or operate on the premises any machinery, refrigerating or heating device or use any illumination other than electric light. Also prohibited is the possession and use in the Buildings of any inflammable oils, or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or items deemed hazardous.

**09. DELIVERIES/WORKER ACCESS:**

Delivery of furniture, appliances and other household goods shall be limited to Mondays through Fridays 8:30 A.M. to 5:00 P.M. Except for emergency repair work or other exceptions approved by the Board, all construction related work is limited to Monday through Friday from 8:00 A.M. to 5:00 P.M. and structural borne noise is only permitted for any project between 9:00 A.M. and 4:00 P.M. All noise must stop by no later than 4:30 P.M. and all workmen must be off the property by 5:00 P.M.

**10. ELEVATORS:** Service elevators in the West Building must be used by residents when dressed in beach or swim attire going to and returning from the beach and pool areas.

In both the East and West Buildings, elevators used to transport freight including furniture, bedding, carpets and construction materials must first be protected by our maintenance personnel who will install elevator pads and floor covers stored for that purpose in the Building. Owners expecting deliveries must call the Manager to arrange for padding. The hours the elevators may be used to transport freight shall be from 8:30 a.m. to 5:00 P.M. on Monday through Friday.

Service elevators in the West Building will be the first choice for freight delivery unless the size requires the larger personal elevator, which must be padded. Only one elevator per time may be used for freight purposes in each Building or entry.

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Smoking is prohibited in the elevators by Florida Law. Be considerate of others when "locking off" an elevator, and be sure others working for you do the same. Bicycles may be taken on the service elevators only for purpose of extended storage in an owner's unit. Any damage to the elevators caused by owners or their agents or guests shall be paid for by the owner responsible.

**11. FLOOR COVERINGS IN UNIT INTERIORS:** Ceramic tile, marble and other hard surface floor coverings are allowed in bathrooms (including adjacent dressing areas and closets), laundry rooms, foyers, hallways and kitchens (as those floor areas are depicted in the original Admiralty Point floor plan diagrams) so long as it is installed with sound deadening underlayment approved by the Board of Directors and installed in strict accordance with the manufacturers' instructions including the provisions for perimeter isolation to achieve the desired performance. Except as otherwise provided in this Rule, all other areas in unit interiors shall be carpet and pad.

First floor units may use hard surface floor coverings throughout the entire unit interior (except for bedrooms abutting a neighboring unit bedroom), so long as they are installed with sound deadening underlayment approved by the Board of Directors and installed in strict accordance with the manufacturers' instructions including the provisions for perimeter isolation to achieve the desired performance.

In the past, some Unit owners were allowed to use hard surfaces in areas other than listed above. If any unit has a hard surface in an area other than allowed above, and which area had been specifically approved for hard surface by a previous Board of Directors, that area is grandfathered from this Rule. However, the remodel of any grandfathered hard surface area must bring all surfaces being remodeled into compliance with all underlayment, perimeter isolation and other sound deadening rules then in effect.

Prior to each January Board of Directors meeting, the Association may request its acoustical consultant to determine if the Association's then existing approved sound deadening underlayment for hard surfaces should be changed. At each January AP Board of Directors meeting the Board shall identify approved hard surface sound deadening underlayment, together with the likely achievable Impact Insulation Class (IIC) rating, that can be used by Unit owners during the upcoming construction season for areas that will be hard surfaced.

If an AP Unit owner desires to use an underlayment for hard surfaces that is different than the Board approved underlayment, the owner may request the BAC to have the Association's acoustical consultant review full acoustical test reports of the proposed floor surface, resilient underlayment, and concrete slab assembly submitted by the Owner, for comparison with the acoustical performance of the currently approved underlayment.



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The test reports shall be obtained from an independent NVLAP approved acoustical laboratory and contain the IIC rating of an assembly that consists of a 6" thick bare (no ceiling) concrete slab with the proposed underlayment and proposed hard surface flooring material on top, based on tests conducted in accordance with ASTM Standard E492-09 (or most recent version). All expenses of the Association acoustical consultant shall be paid in advance by the Unit owner. In the event the Association's acoustical consultant (1) determines that the IIC rating of the proposed assembly is acoustically equivalent to, or better than, the currently approved assembly and (2) recommends this different assembly for use at Admiralty Point, then this different assembly can be added by the Board to the existing approved hard surface floor assemblies.

In the past, an owner of two units, with one unit directly above the other, was allowed to use hard surface floor coverings throughout the top unit interior, with acceptable sound deadening underlayment material as approved in writing prior to installation by the Building and Architectural Committee and the Board of Directors. Commencing in 2011, hard surface flooring is not permitted in the primary living areas (bedrooms, dens, offices, living rooms, and dining rooms (as those floor areas are depicted in the original Admiralty Point floor plan diagrams) of the top unit interior due to the potential for adverse noise impacts between adjacent units as well as sound transmission from floor impacts to units on upper floors through the common structure.

If any unit has a hard surface in an area other than allowed above, prior to January 1, 2011, that area is grandfathered from this rule. However, the remodel of any grandfathered hard surface area must bring all surfaces being remodeled into compliance with all underlayment, perimeter isolation and other sound deadening rules then in effect.

If, however, the owner of two units, as set forth herein, placed hard surface floor coverings anywhere in the upper floor unit and later conveys the upper floor unit separately from the lower floor unit, the upper floor unit must comply with the same standards as all other single units that are not on the lower floor whereby hard surface floor coverings are allowed only in bathrooms, (including adjacent dressing rooms and closets), laundry rooms, foyers, hallways and kitchens (as those floor areas are depicted in the original Admiralty Point floor plan diagrams) with acceptable sound deadening underlayment, which must be approved in writing prior to installation by the Building and Architectural Committee and by the Board of Directors.

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Second floor units located over breezeways or other non-living areas may only use hard surface flooring in the same areas as units that are not located over breezeways as sound travels horizontally as well as vertically.

The Board may grant minor exceptions to this Rule upon the Board's finding that the exception(s) will not materially disadvantage neighboring unit owners.

## "Enlargement of West Building Balconies"

West Building owners may, in accordance with the procedures and standards set forth below, expand the size of their waterside balconies (as depicted in the original Admiralty Point floor plan diagrams) by moving the existing sliding glass doors and windows into unit interiors, all in accordance with the following standards and other Rules governing remodeling approvals.

The Admiralty Point Board of Directors, in its discretion, shall approve the size and configuration of each balcony expansion; providing, however, the relocated glass doors and windows shall be parallel to the original doors and windows and any removed masonry shall be replaced at the new wall location.

Sound deadening underlayment and water proofing materials, as approved for use on balconies by the Board of Directors, shall be installed under the hard surface of the entire expanded balcony, irrespective of the size and configuration of the approved expansion.

The hard surface flooring on an expanded balcony shall be installed to provide a slope from the relocated threshold to the exterior knee wall of no less than ¼" per foot.

The Unit owner shall reimburse the Association for any engineering costs incurred to ensure compliance with this Rule.

**12. HURRICANE SHUTTERS:** Hurricane shutters may be installed by Unit owners. Approval must first be secured from the Board of Directors to maintain uniformity as to the type and design of shutters.

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**13. KEYS AND LOCKS:** The Association shall retain a passkey to all Units under the personal supervision of the Manager. No owners may alter the lock or install a new lock or knocker on any door without written consent of the Board of Directors.

If the lock is changed, the owner must conform to Association's master key requirements. Entryway keys and automobile entrance gate cards may not be given or loaned to domestic help, tradesmen, service personnel, real estate sales people or others who are not members of the owner's family or his lessee or guests. Entryway doors shall not be left ajar or propped open in any manner except when required for continuous use by workmen during normal work hours. Should an owner require additional keys, they may be obtained from the Manager at a cost of \$50 for building entry keys, gate cards and key fobs, and \$30 for gate remotes.

**14. METAL RAILINGS:** Metal railings on all individual balconies and on roof garden areas shall be regarded as Building elements and shall be maintained by the Association.

**15. NUISANCES:** No Unit owner shall make or permit his family, guests, servants or visitors to make any disturbing noises that will interfere with the rights, comfort or convenience of others in the building. Television, radio, phonograph, digital audio devices and tape player sets must be set at a minimum volume from 11:00 PM to 7:30 AM.

No Unit owner shall conduct or permit vocal or instrumental instruction or practice. Vehicle noises within the common grounds and slamming of doors must be avoided.

**16. PASSAGEWAYS:** Sidewalks, entrances, vestibules, halls, elevators, and stairways must not be obstructed, encumbered or used for any purpose other than the ingress and egress to and from the premises. No garbage cans, supplies, shopping carts, etc., shall be placed in the halls or landings.

**17. REFUSE DISPOSAL:** All non-recyclable trash and refuse shall be securely packaged in plastic bags and placed in the trash chute. All wet garbage should be disposed of in kitchen disposal unit and not placed in the trash chute. Recyclable trash shall be disposed of in accordance with current City regulations.

**18. ROOF AREAS:** Roof areas are off limits to all owners, guests and visitors.

**19. ROOF GARDEN UNIT AMENITIES:** The Unit owner shall be responsible for all damages caused by planter boxes on his terrace including water leaks, the planting of large and small plants, watering hazards and damage to his own unit or any other areas. It has been the experience of the Association that no practical method of waterproofing

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planter boxes has been developed to prevent water intrusion through walls that are common to the Building. Therefore, planters must be completely separate from the Building walls or the Unit owner must use an alternate planting arrangement for each planting such as a pot or tub to prevent water intrusion through Building walls into their or adjacent units.

All roof garden amenities such as trellis structures, fences, arboretum floors and roofs, and non-structural walls are the responsibility of the Unit owner as to maintenance, replacement and any liability to others arising from such amenities. Any replacement or additions to such amenities shall have the prior approval of the Board of Directors.

The watering of plants and all watering systems shall conform to the existing Rules regarding leakage and established water run off facilities.

### **20. CONSTRUCTION, REMODELING AND BUILDING PERMITS:**

Association permits are required in addition to City Building Permits. A completed Association *Application for Remodeling Approval*, including all necessary drawings, blueprints, electrical and mechanical plans and the named general contractor, must be submitted to the Building/Architectural Committee for work commencing on or after May 1. For *major remodel* projects, the deadline for application is March 1. For new owners who purchase after the prior year end, the deadline may be extended on a case by case basis. For *minor remodel* projects, the deadline is May 1. More complete requirements are contained in the Association permit forms in the manager's office and on the website. No structural changes or alterations shall be made in any unit, nor to the common elements, except as authorized by the Board of Directors and the issuance of an approved Construction Permit. As remodeling exposes penetrations in concrete floors or ceilings, they must be filled as part of the remodeling project according to specifications provided by the Association's consultants, whether or not they are being reused for utilities. Unit owners must furnish to the Building/Architectural Committee any drawings or specifications that may be required as a part of the approval process prior to issuance of the Permit.

Any and all structural changes, alterations or remodeling projects creating noise, dust or dirt shall not be allowed during the period between November 1st and May 1st. Only minor unit maintenance and service is permitted between November 1st and May 1st, except in emergency situations. Examples of activities permitted between November 1st and May 1st include, but are not limited to, installation of window coverings and repairs to plumbing, electrical, HVAC systems, Televisions and Appliances. No construction permit will be issued for any project unless and until the Building/Architectural Committee is satisfied and concludes the work can be timely completed.

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The Manager **MAY** shut down any project that extends beyond the permissible time period. All work included as part of a remodel application must be completed between May 1st and November 1st of the same year, including painting, wall papering and punch list items. Painting and Wallpapering may be completed outside of these dates if the work is not associated with an approved remodel application. Carpeting alone does not require a Remodel Application. All other flooring requires remodel application approval. All carpeting and flooring installations must also be completed between May 1st through November 1st.

All contractors must be licensed and insured. Any project which requires multiple trades or crafts must have a licensed General Contractor. For major remodeling projects, a Florida approved and licensed general contractor is required to be named, and the owner cannot act as the general contractor.

## **21. WEST BUILDING COMMON AREA ENTRYWAYS AND LANDINGS AND EAST BUILDING COMMON AREA LOBBY, HALLWAYS, TRASH ROOMS AND UTILITY CLOSETS:**

**West Building** - Ground level entryways 3, 4, 5, 6, 7, 8 and 9 are decorated and furnished by all of the owners of units served by these entryways. Above ground landings serving one or two units are decorated and furnished by the owners of the units served by the landing. In the event the Board of Directors determines that one of the West Building entryways or landings fails to meet the Board's standards of cleanliness and/or appearance, the Board may take action to restore the entryway or landing to a satisfactory condition and charge the unit owner(s) served by such entryway or landing with the cost of such restoration. Stack owners shall follow the standard remodeling application and permit requirements for approval by the BAC and Board of Directors.

**East Building** - The entrance lobby and all hallways are common areas; no changes to the furniture or decorations are permitted without the prior approval of the Board of Directors. Personal furniture, lamps, artwork, doormats, plants or any other personal items are NOT permitted in these areas; similarly the exterior of unit doors may not be customized or decorated in any way without prior approval of the Board of Directors. Additionally, the East Building Trash Rooms and Utility closets are also common areas and shall not be used for storage by anyowner. If personal items are placed in any of these common areas, these items may be removed and discarded by Association employees.

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**22. WINDOWS AND GLASS DOOR TREATMENT:** The replacement of windows and glass doors must be approved by the Association's experts and Board of Directors. Windows and glass doors are the responsibility of the Unit owner, who shall be responsible for any damage to individual units or common areas and elements. The Association shall only be responsible for repairs in so far as damage is not caused by water leakage preventable by owner's diligence. No awnings, except those installed as original equipment, or other projections shall be attached to the outside walls or balcony railings of the building. No exterior blinds, shades or screens shall be attached to, or used with, any window or door and no screening of balconies is permitted in the West Building. Unit owners shall hang draperies or other window coverings in all windows visible from the outside of the Building, the liners or exterior surfaces of which must be all white or off-white in color so that the Building will present a uniform exterior appearance. The color of sunshade film on windows and doors must be approved by the Building and Architectural Committee.

**23. WIRING AND PLUMBING:** No owner or occupant of a Unit shall install electrical wiring, radio or television aerials, machines, air conditioning equipment, etc., or make any plumbing alterations except as authorized in writing by the Board of Directors through the issuance of an approved Construction Permit.

## **GARAGES, CARPORTS AND PARKING**

**24. ASSIGNED PARKING PLACES:** A parking space for one automobile was assigned to each original Unit owner by the Developer. Upon Assignment, this parking space became a Limited Common Element appurtenant to the Unit and the present owner of the Unit has the exclusive right to use the parking space without charge by the Association. No one else shall park in an owner's space without the owner's prior written permission filed with the Manager.

This parking space may be separately assigned or conveyed by the Unit owner to the Association or to another Unit owner. Whenever the Association becomes the owner of such parking space it may, by written instrument, assign or lease it to any specific Unit. Any such assignment shall be in writing and shall be recorded in the County Records at the Unit owner's expense.

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**25. AUTOMOBILES:** Inform your guests and all visitors not to preempt your neighbor's allotted parking space. Observe one-way traffic and a maximum speed of 10 m.p.h. within the West garage and observe a maximum speed of 15 m.p.h. on the Association's driveways.

For the safety of all our residents, all automobiles parked on Admiralty Point property should be locked. Owners and guests are required to display designated identification stickers on their vehicles. No signs or advertising may be displayed on any vehicle except that appearing on license plate holders or plates in lieu of a front license plate. For vehicles left on premises, duplicate keys must be available to the Manager. Owners wishing to leave vehicles in uncovered parking spaces for an extended period of time shall use parking spaces assigned by the Board of Directors. The use of covers on automobiles is prohibited except for car covers specifically designed to fit that car and securely fastened on automobiles parked in enclosed garage areas or carports.

**26. EAST BUILDING CARPORTS:** Due to the nature of these shelters and their high visibility, occupancy is limited to automobiles (passenger vehicles) and to bicycles in approved racks. Any temporary exceptions to the foregoing must have the prior approval of the Manager.

**27. WEST BUILDING GARAGE AREAS:** In conformance with the Condominium documents, only automobiles (passenger vehicles) and small boats will be parked in the garage. Passenger vehicles, i.e., autos, vans and station wagons are restricted to a height of 6 feet 2 inches and a length of 19 feet.

"Small boat storage on the Condominium Property is limited to the reserved parking space assigned to the particular Unit Owner in the Garage. The following restrictions and limitations shall apply: (i) No boat so stored or parked may encroach beyond the perimeter boundary of any such assigned parking space; (ii) The Boat shall be tethered or hung in brackets off the floor so that it cannot float or otherwise encroach beyond the perimeter boundary of its assigned parking space; (iii) The Boat shall be cleaned and kept free of salt before it may be stored after each use; (iv) paddles, life jackets and other auxiliary equipment must be stored, out of sight of other users of the Garage, either secured in the Boat or in an approved locker; (v) because of the physical storage limitations available in the West Garage, storage of Kayaks shall be limited to 12 until further notice. Before bringing a kayak to the property you must obtain permission of the manager, which will be granted, as more space is made available.

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Due to our inadequate individual storage facilities, one enclosed cabinet or locker per parking area will be permitted upon application to the Manager.

Folding grocery carts and bicycles stored in approved racks or holders are also permitted. Any temporary exceptions to the foregoing uses of individual parking areas must have the prior approval of the Manager.

**28. PARKING LOTS:** Additional parking is provided in the parking lots for owners and guest cars. No campers, trailers, trucks, boats, recreational vehicles or other non-automobile vehicles shall be parked in these areas overnight without approval by the Manager on a temporary basis.

A van or passenger car equipped for use by a handicapped person will be permitted in the parking lots without the permission of the Manager unless the vehicle is a recreational camper in which case the prior permission of the Manager is required. No vehicle shall be left parked in a driveway for longer than 10 minutes at any time. No skating or ball playing is permitted in the parking lots, drives or walks. Bicycle riding is permitted in the garage area and the driveways only for ingress and egress to the street and to and from the Association's two bicycle storage racks one of which is located adjacent the Association's boat docks and the other located adjacent to West Building Entry 3.

**29. STORAGE ROOMS:** Nothing of a volatile, odorous or hazardous nature shall be placed in or stored in any locker. Lockers and the safeguard thereof are the owner's responsibility. The Association will not be responsible for loss or damage to any property in storage due to theft, wind, flood, fire, mysterious disappearance or any other cause.



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## MANAGER, EMPLOYEES, SECURITY

**30. ASSOCIATION EMPLOYEES:** The employees of the Association receive their direction from the Manager. Owners are not permitted to ask an employee to perform personal errands or other tasks unrelated to Association matters.

Owners may ask the Manager for occasional assistance for tasks that are of a service nature (such as changing a light bulb, borrowing a ladder or tool or unpacking a car) provided that the request does not require staff to (a) perform routine maintenance or other repairs to owners' property or (b) pose liability issues for the Association (e.g. employees may not start, or jump start, wash or move cars and/ or fix or repair owner windows).

Owners may not hire Admiralty Point workers (be they Association employees or full-time contract employees) or their families to perform work at any time. The sole exception to this Rule is a contract landscape worker who may provide landscape maintenance services to owners of rooftop terraces.

**31. MANAGER RESPONSIBILITIES:** The Manager reports directly to the President of the Association and is responsible to the Board of Directors for the satisfactory operation and maintenance of buildings, recreational facilities, landscaping and common areas, and the supervision of all employees.

He/she is also responsible for the enforcement of the Association Rules and Regulations. The Manager should not be disturbed after regular hours except for emergencies. Any owner who feels aggrieved over Rule enforcement may refer the matter in writing to the Board of Directors.

**32. SECURITY:** Guards are on duty twenty-four (24) hours a day, seven (7) days a week. Guards make reports only to the Manager. They make patrols as required and call police, firemen or ambulance as needed. Guards periodically check all doors, but need the assistance of all owners in keeping both entrance and unit doors locked. If you see an entryway door propped open or improperly locked, or if you see anyone or anything of a suspicious nature, notify Security immediately. If an emergency occurs in your unit notify the guard so he can properly direct the emergency vehicle.

# RULES AND REGULATIONS

## RECREATION

### 33. BOAT SLIPS:

#### (1) Rental of Boat Slips

- (a) Rental of Admiralty Point Association boat slips shall be limited to Unit owners based on ownership of a boat and availability. The submission of an application for a boat slip should be made to the Manager and approved by the Recreation & Security Committee.
- (b) A Boat Slip, if available, may be rented to a Unit owner who does not own a boat at the time of application, but can show proof of purchase of a boat within sixty (60) days from the effective date of the signed lease. Any exception to the 60-day period must be with the approval of the Chairman of the Recreation & Security Committee and be in compliance with Rule (4) (o) of this section.
- (c) Rental of the boat slip shall be from the time lease is signed until termination by lessee.
- (d) Leases are not transferable and boat slips may not be sublet.

#### (2) Application for, and Leasing of, Boat Slips

- (a) Boat owners (Unit owners only) desiring a boat slip shall complete an application and submit same to the Manager. If an owner purchases a new boat, a new application must be completed for review and approval by the Recreation & Security Committee.
- (b) If a boat slip is available and the applicant meets the requirements of the Association lease and these Rules and Regulations, the Manager shall prepare a lease for the applicant's signature and assign the available boat slip. Manager shall then submit the lease to the Recreation & Security Committee for final review and approval.
- (c) If a boat slip is not available when the application is made, the applicant's name shall be placed on the waiting list and a boat slip will be assigned when the applicant's turn for the assignment comes up.
- (d) Boat slip rentals shall be limited to boats at least eighteen and one-half (18½) feet in length and no boat, regardless of length, including all accessories and attachments (i.e. swim platforms, anchors, bowsprit, outboards, dinghies, davits, etc.) may extend more than 42' out from the seawall, regardless of how the boat is moored. No exception to this limitation shall be granted except by authority of the Board of Directors.

# RULES AND REGULATIONS

- (3) Leases are subject to the following:
- (a) Rental fees shall be established and/ or adjusted by the Board of Directors at the beginning of each calendar year with recommendations from both the Recreation & Security Committee and the Finance Committee. Rental fees applicable at time a lease is signed shall remain in effect for the balance of the calendar year.
  - (b) Initial payment of rent shall be paid upon signing of the lease. Thereafter, rental fees shall be due and payable annually in advance.
  - (c) Lessees must provide each of the items in the lease before a boat may be moored in the boat slip assigned. The lease shall not be finalized or effective until this requirement is met.
  - (d) A boat slip may be canceled by the boat owner upon written notification to the Manager.
  - (e) Non-payment of rental fees when due or violation of these Rules and Regulations shall be considered as just cause for the cancellation of a lease by the Association. Any such cancellation shall be in writing to the lessee and upon receipt of such notice, the lessee shall, without recourse, remove his boat from the assigned boat slip. Boat slip leases are canceled upon transfer of ownership of a condominium if lessee is no longer an owner at Admiralty Point.
- (4) Other Rules regarding the use of Docks and Boat Slips
- (a) Upon written application to and approval by the Manager, a Unit owner who owns a boat may be granted a temporary permit to moor his boat in a leased boat slip during any period when that space is unoccupied by the lessee's boat. The boat owner granted such temporary permit must first provide the Manager with all the information required in a regular lease of a boat slip and shall pay in advance a rental fee at the same rate as in a regular lease.
  - (b) All docks and boat slips must be kept free of all litter and all other items such as hoses, gas and oil cans and other paraphernalia.
  - (c) No radios, stereos, televisions or cooking equipment may be used on any portion of the dock areas.
  - (d) All boat owners must agree to and maintain Boat Liability Insurance and furnish proof of this insurance to the Manager, annually. It shall be the responsibility of every boat owner to notify the Manager immediately if the boat owner's liability insurance, as required by the

## **RULES AND REGULATIONS**

lease, lapses or is canceled by the insurance carrier or by the boat owner. No boat may continue to be moored in the assigned boat slip when the liability insurance is no longer effective. The Association assumes no responsibility for damages to or by boats moored at the Admiralty Point docks.

- (e) Boats must be docked only in the boat slip assigned under the lease except by written permission of the lessee and the Manager. The permission and approval of the Manager is also required for boat slip lessees to switch boat slips with each other.
- (f) All start-up and warm up engine noise must be kept to an absolute minimum and shall not exceed ten (10) minutes at any given time.
- (g) From 10:00 P.M. to 6:00 A.M. boat engines may not be run for more than five (5) minutes when moored at the dock or boat slip.
- (h) Boats at the docks may not be used for parties after 10:00 P.M.
- (i) All boats docked regularly at Admiralty Point Docks must display a current Florida registration sticker. Although not legally required, the Association recommends that all boats pass the U.S. Coastguard Auxiliary Safety Inspection and display the current sticker on their boat.
- (j) No boat owners or guests shall live aboard boats at the docks at any time.
- (k) Oil or fuel leaks must be repaired promptly.
- (l) No major repairs on boats are permitted while boats are moored at the docks.
- (m) Except in emergencies, there shall be no multiple mooring of boats at Admiralty Point docks. During emergencies, i.e., hurricane or severe windstorm, the Manager is hereby given authority to make such use of all docks and boat slips as may be necessary to minimize damage to the boats and dock. The Association assumes no responsibility for any damages to boats by virtue of the action taken to protect the boats.
- (n) Only Admiralty Point installed dock boxes are approved for use on the docks.
- (o) The docked boat must be tied properly, maintained, seaworthy, not present an unsightly appearance and must be used periodically during the time the boat occupies the boat slip.
- (p) A Unit owner presently leasing a boat slip who desires to change boat slips shall make a written request to the Manager. He shall be entitled to first choice of any boat slip becoming available prior to the offering of the available boat slip to the persons on the boat slip waiting list.
- (q) The Manager on direction of the Board of Directors may move any piling that is used to tie up a boat to increase or decrease the docking width of a

## RULES AND REGULATIONS

boat slip. All costs associated with moving pilings shall be borne by the requesting owner including a payment for the relocation of the piling to its original position.

- (r) Only approved ladders may be installed on the docks and must be purchased through the Association.

- (5) Fish Cleaning Facilities: Such facilities are provided for use by all members of the Association. Every user must thoroughly wash down the facility immediately after use to avoid an accumulation of debris.

**34. CLUBROOMS:** The Admiralty Club (East) will be reserved the third Tuesday of each month, October through May, from 1:00 P.M. to 6:30 P.M. for the regularly scheduled meeting of the Board of Directors.

From October through May the Admiralty Club (West) will be reserved by the Social Committee for the following events:

The second Tuesday of each month after 4:00 P.M. for an Open House Party, and also Thursday of each week from 10:00 A.M. to 3:00 P.M. for Bridge, open to all interested Association members.

The Admiralty Clubrooms will be reserved for all member use (no private parties) on Thanksgiving Day, Christmas, New Year's Eve and Day, and Easter.

At all other times the Clubrooms and kitchen facilities may be reserved for private social parties (no business, commercial or political purposes except as provided under Florida law) by making a request at least one week in advance together with a deposit of \$100 (Condominium sponsored events excepted) to the Management office who will advise of the availability of the room and provide a set of Guidelines for its use.

It is the responsibility of the Unit owner or Lessee using these facilities for parties to clean up the entire area promptly afterwards. All or part of the deposit may be refunded, dependent upon whether additional follow-up cleaning is required by the Condominium Association staff. Evening parties may be held between 5:30 P.M. and 11:00 P.M. The Board of Directors may impose reasonable restrictions on the number of persons attending private parties in the facilities and the number of times each year any one owner may reserve the Clubrooms. Private parties may be given only by Unit owners and bona fide lessees and will be limited to one per day.

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**35. EXERCISE ROOMS:** Please observe the following rules, adopted by the Board of Directors.

1. No Children under 18 admitted.
2. Consult a physician before using equipment.
3. Use equipment at your own risk.
4. Wear proper attire and footwear.
5. Exercise videos take preference over TV.
6. No wet bathing suits.
7. Wipe down equipment after use.
8. Fold exercise mats.
9. Time limited on any equipment is 30 minutes if anyone else is waiting.

**36. POOL AREAS:** The two swimming pools, the two therapeutic pools and the "kiddie" pool are restricted to owners and bona fide lessees and overnight houseguests of owners and bona fide lessees. Owners, when in residence, shall also have the privilege of inviting the following family members who are not in residence to use the pools as the owner's guests: parents, brothers, sisters, children and grandchildren and their respective spouses. Any usage of the pools by such non-resident relatives of owners is limited to 30 days per relative per calendar year.

Owners who invite relatives under this privilege are responsible for their relative's adherence to the pool rules and the Board of Directors will have the authority to revoke the privilege as to any relative who does not follow the pool rules. Non-resident relatives intending to use the pools under this privilege shall register with Security prior to each day's use of the pools.

As a consideration for others, when you go for a walk on the beach or leave for an extended period, please remove towels and clothing from furniture and place on benches provided for this purpose near stairway to the beach.

**All persons using the pool areas do so at their own risk.**

1. Pool use for owners, their family guests and lessees.
2. Pool hours are from 8:00 AM to dusk.
3. No smoking except in designated area.
4. Shower immediately before entering pool.
5. No food, drink or glass in pool or on pool deck.
6. No running or loud noises permitted.

## **RULES AND REGULATIONS**

7. No floats, Frisbees, beach balls or scuba gear.
8. Use of electronic equipment (radios, CD players, games, etc.) must be kept to a minimum. Earphones are required for the use of radios, digital audio devices and CD Players.
9. All cell phone use prohibited inside gated area of the East and West Pool.
10. Any person who is incontinent or not fully toilet trained must wear appropriate waterproof clothing when entering or being carried into the pool. The Unit Owner responsible for any person who is incontinent and contaminates the pool shall be responsible for the costs associated with sanitizing the pool as required under local, state and federal law, rules and regulations.
11. Children under twelve must be accompanied by an adult and must not be left alone in pool areas.
12. Footwear and cover-ups must be worn going to pool and returning to unit.
13. When leaving the pool area be certain you are dry and will not drip in the lobbies.
14. No diving.
15. Pool bathing load: 43 East - 17 West

### **Spa Pool Rules:**

1. SPA pool hours are from 8:00 AM to dusk.
2. Shower immediately before entering SPA/Pool.
3. No Food, Drink, or glass in Spa pool or on Spa Deck.
4. Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use **SPA** pools without first consulting a physician.
5. Children under the age of twelve (12) may use the Spa only when accompanied by an Adult.
6. Maximum use of Spa Pool – fifteen (15) minutes.
7. Maximum water temperature 104°. Spa Pool bathing load: 16 East - 6 West.

# RULES AND REGULATIONS

**37. USE OF RECREATIONAL AREAS:** The recreational areas are restricted to the use of the owners, their families and houseguests and bona fide Lessees. The Board of Directors may limit the time. Owners shall be responsible for clean up and picking up after themselves when using Clubrooms, pool areas, common areas, exercise rooms and saunas. Owners are responsible for their family members and guests compliance with this Rule.

**38. SHUFFLEBOARD COURTS:**

1. Hours: 8:00 A.M. to 6:00 P.M. or as posted.
2. Shuffleboard courts are reserved primarily for adult residents and houseguests, but children under 16 may play when supervised by an adult.
3. Play is limited to one-half hour if others are waiting. Walking on courts is strictly prohibited.
4. Court may be reserved for residents tournament play.
5. All equipment shall be placed in designated area when play is completed and no other persons are waiting to use the courts.

**39. TENNIS COURTS:**

1. Tennis court hours: 8:00 A.M. to 6:00 P.M. or as posted.
2. Use of tennis courts is restricted to residents, lessees, their houseguests and other guests who do not live in the Unit of the owner, but such other guests shall be permitted use of the tennis courts only in the company of an owner or lessee and if reservations permit.
3. Persons using the tennis courts are required to wear shirts and tennis shoes and are encouraged to wear proper tennis attire.
4. Tennis courts are reserved primarily for adults, but children under sixteen (16) years may play when supervised by an adult.
5. Play is limited to two hours commencing on the hour. Reservations for a court may be made in advance by signing the reservation book at the Guard House or calling the Guard House. Reservations for 8:00 a.m. court time may be made for the following day starting at 7:45 a.m. the day before. Reservations for court time after 8:00 a.m. the following day may be made starting at 8:15 a.m. the day before. No one player shall reserve a court for more than two consecutive hours. These restrictions provide all players an equal opportunity to play.
6. Walk on play is permitted but owners and guests must sign in at the Guard House to ensure reservations have not been made in advance.
7. Persons wishing to use the tennis ball machine are limited to one hour of practice per day and must sign the reservation book at the Guard House in advance of use. The tennis ball machine cannot be used while tennis is being played on the courts.



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The right to use the tennis ball machine must be yielded to persons who wish to play tennis since tennis play will always have priority.

8. Users of the tennis ball machine are responsible for returning the machine with its retriever and practice balls to the storage area.

**40. WHEELED VEHICLES:** No baby carriages, velocipedes or bicycles are allowed to stand or be parked in the halls, passageways or other common areas of the building.

## OWNER RESPONSIBILITIES

**41. COMPLAINTS:** All complaints and suggestions should be made in writing to the Manager. He/she has been given the responsibility and authority by the Board of Directors to enforce these Rules and Regulations. If corrective action is beyond the scope of the Manager's duties, he will refer the matter to the Board of Directors.

**42. RULES AND REGULATIONS:** Each Unit owner is responsible for being familiar with the Association's Rules and Regulations, and to assure that all guests and lessees understand the Rules as pertinent for the period of their occupancy.

**43. AMENDMENT BY BOARD OF DIRECTORS:** By a vote by a majority of the members of the Board of Directors, any of the provisions or terms of these Rules and Regulations may be amended or revised in order to provide for the health, safety and convenience of the members of Admiralty Point Condominium, their families guests and lessees; provided that no Rule may be changed unless the full text of the proposed change is circulated by the Association by mail or email to each owner at least 14 days prior to Board action thereon and such Rule change is a separate item on the posted agenda of the Board meeting which will consider the proposed change. If the Board wishes to revise the text of any proposed Rule change, the revised text must be circulated to owners as indicated above and the Rule change must be posted again as a separate Board agenda item before the proposed Rule change, in its revised form, may be adopted by the Board.

# RULES AND REGULATIONS

- 44. UNIT OWNER HVAC MAINTENANCE:** All owners are required to have an Annual HVAC Service Agreement with a Florida licensed and insured HVAC Contractor to perform routine maintenance and annual inspection of all HVAC units serving their unit. The service agreement should cover all components of the system, including but not limited to the air handler(s), condenser(s) and treatment of condensate drain line(s), serving an owner's unit and providing a minimum of one (1) inspection per year.

All owners are required to provide the Association with a copy of their service agreement on an annual basis which should be provided to the Association by April 1st. If owners do not provide a copy of a current service agreement by April 1st of each year the Association may arrange for the inspection of their unit(s) and charge the owner for the cost plus an administrative fee of \$100.

- 45. SALE OR TRANSFER OF UNITS:** The sale, lease or transfer of your Unit is restricted or controlled as appears in Sections 13 and 14 of the Declaration of Condominium. ANY SALE OR LEASE NOT AUTHORIZED PURSUANT TO THE TERMS OF THE DECLARATION SHALL BE VOID unless subsequently approved by the Association. Owners are required to inform Management once they have listed their Unit for sale. Owners must provide the name and contact information of the real estate agent if the Owner is contracting with an agent. When prospective buyers are viewing a Unit, the Owner or Owner's Authorized Agent must be present at all times while on the property. Units are to be shown by appointment only and registered in advance with the guard at the gatehouse. Open Houses are not permitted.

(l) Realtor Caravans

- (a) Realtors may hold one Caravan to introduce the sale of a Unit to other Realtors under the following conditions:
- (b) The Manager must be notified by the Owner or Owner's Agent of the intention to hold a Caravan at least one business day in advance.
- (c) Realtors visiting the Caravan must register with the guard at the gatehouse and be accompanied by the Owner or Owner's Authorized Agent while in the building or on its grounds.
- (d) Caravan hours are limited to Monday through Friday from 10:00am to 4:00pm.
- (e) Key lock boxes are not permitted on Unit entrance doors.
- (f) No for sale or lease signs shall be displayed on Condominium Property.

## **RULES AND REGULATIONS**

### **(2) Sales Application Process**

Section 14 of the Declaration of Condominium contains the requirements.

- (a) Notice by Owner- An Owner intending to sell or gift his/her Unit shall give to Management written notice of such intention at least 45 days before the intended closing, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract (in the case of a sale), an application fee and any such other information the Board of Directors may require, including, but not limited to, a completed Association application from the proposed purchaser or donee. The Association will perform an interview either in person or by phone.
- (b) Board Action - Within 30 days after receipt of the required notice and all information or interview requested from the Owner and purchaser, or no later than 30 days after the original notice is received, whichever occurs first, the Board shall approve or disapprove the sale or transfer. If approved, the Board of Directors will provide the approval in the form of a Certificate of Approval executed by the President or vice-President of the Association.
- (c) Disapproval With or Without Good Cause - Appropriate grounds for disapproval of the sale/transfer application can be found in the Declaration of Condominium, Section 14.3 (f-g).

### **46. ELECTRIC CAR CHARGING STATIONS:**

- (a) Individual owners may request installation of an electric automobile charging station to be located in their owned garage or assigned parking spot in the East carports or West garage.
- (b) The BAC must approve the station with regards to exact location, appearance, size, model, power source, licensed contractor, etc.
- (c) The full cost of engineering, equipment, installation and maintenance will be borne by the Owner. The Owner will establish an account with Florida Power and Light, the station will be separately metered and the cost for all power consumed by the station will also be borne by the Owner.
- (d) After review by the BAC and upon its recommendation, final approval of the request must be granted by the Board.
- (e) Installation must be completed within 60 days of Board approval.
- (f) If the station remains unused for more than two years, it and all related electrical circuitry must be completely removed by the Owner. If the Owner's unit is sold, the equipment must be removed unless the new Owner agrees to abide by this Rule.