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**Introduction**

The purpose of this manual is to provide the rules and regulations of the Gulfstream Towers Association. This handbook is not intended as a substitute for the condominium governing documents. It is the responsibility of the unit Owners to insure that their guests and tenants are familiar with and abide by the rules and regulations.

The Gulfstream Towers Association employs management to see that rules are complied with and that the assets of the association are protected and that the rights of other Owners and their guests are protected.

**Glossary**

The following terms are used throughout this booklet within the context of the following definitions.

**Renter / Tenant** - a person, persons, or legal entity entering into a rental or lease agreement with the unit Owner for a specified period of time, for the use of a unit.

**Guest** - a person, or persons staying at or otherwise using a unit in the absence of its Owner without paying rent or entering into a rental or lease agreement.

**Visitor** - a person or persons visiting a unit while the Owner, renter, or guest is present.

**BALCONY and COMMON AREA POLICY**

1. No towels or clothing of any kind is to be hung over the balcony walls.
2. Balconies are NOT to be obstructed by furniture, door mats, or plants. The Sarasota County Fire Department will cite the Association for hampering access to the units and balconies.
3. Personal belongings are not to be stored in any of the common areas.

**BICYCLES**

1. Bicycles may be stored in the bicycle storage area located on the north side of the garage
2. All bicycles are stored at the Owners risk and shall be secured with a lock.
3. All bicycles shall be registered with the office and labeled with either the unit number or name of Owner. Bicycles without name tags are assumed to belong to non-residents and are subject to removal from the property at Owner's expense.

**BIRD FEEDING**

1. No feeding the birds

**CONTRACTORS, ALTERATIONS AND REMODELING WITHIN INDIVIDUAL UNITS**

1. Any Unit alterations or drilling that breaks a wall, ceiling or floor or involves significant plumbing or wiring shall be done by a licensed contractor. It is required that proof of insurance from both the contractor and the Unit Owner shall be submitted to the Board for review no less than thirty (30) days prior to the start of construction.
2. Before construction begins, the Owner shall submit to the Board of Directors a refundable check for $500.00 payable to Gulfstream Towers Association to serve as a damage deposit. This deposit will be credited against damages of whatever nature to the building, which may be incurred as a result of construction. If no damages are incurred, upon inspection after construction is completed, the entire deposit shall be returned to the Owner. The Owner shall be responsible for all damages incurred to the building in excess of the damage deposit.
3. Responsible for fire alarms, if fire department is deployed, the contractor will be liable for the fee.
4. If necessary, cost for professional consultation regarding Unit construction or alterations incurred by the Association will be the responsibility of the Unit Owner.
5. Owners shall request all contractors to check with a building engineer before undertaking any plumbing or electrical work. All such outside contractors shall be licensed and have obtained all Sarasota City / County permits required, if any. If any risers are to be shut off, notice shall be given to the Manager at least seven days in advance so Owners may be notified.
6. If new hard surface flooring is installed, sufficient layers of soundproofing materials shall be installed below such flooring so as to meet soundproofing specifications. Flooring plans shall be approved by the Manager prior to installation.
7. The Unit entrance door shall be kept closed during the remodeling process. Any work being done that involves excessive amounts of dust (i.e. plastering, floor sanding, or demolition) will require the Unit entrance and common area ventilation systems within the Unit be sealed with plastic tarps so as to minimize dust affecting other residents.
8. All construction debris, carpeting, appliances and the like shall be removed from the premises at the Owner / contractor's expense. Association waste containers shall NOT be used for disposal of debris. If delivery of a dumpster is required, its placement and day’s onsite shall be approved with the Manager prior to its delivery.
9. Workmen shall clean up after themselves when bringing materials in or out of the building. Any failure to comply with regulations that necessitates that the building staff clean up common areas will result in a charge to the Unit Owner of $50.00 per hour paid to the Association.
10. Failure of any contractor to comply with these regulations, after having received notice, will result in the termination of access to the Unit in question until such problems are resolved.
11. The Unit Owner shall be responsible for ensuring that contractors and tradesmen working in their Unit are familiar with and comply with these rules. The Owner is liable for any damage to the common elements or to any other Unit that may occur because of construction, alterations, additions, improvements, or drilling. The Association may take whatever remedial action it deems appropriate, including legal action. All costs and expenses, including reasonable attorneys' fees, shall be charged to and paid by the offending Unit Owner.
12. The Association reserves the right of entry to the Unit to inspect and review the installation of plumbing; electrical; and all special and regular equipment and fixtures as may be required applicable building codes or in the course of preventative maintenance.
13. Contractors shall not park their vehicles on the property.
14. No washer or dryers are allowed within the units.
15. Construction and decorating materials may not be stored in the common areas.
16. When construction materials and tools are being brought into the building, the elevator SHALL be padded. See [Elevators](http://www.gothamlofts.com/assets/rules_regs.html#elevators). Contractors must put up and take down protective pads.
17. Renovations shall be completed within ninety (90) days of the start date of work, unless an extension is granted in writing to the Manager.
18. Construction and remodeling are permitted during the following hours only:

|  |  |
| --- | --- |
| Monday through Friday: | 8:00am to 4:30pm |
|  |  |
| Saturday, Sunday and Holidays: | Not permitted at any time |

1. Sign-in and out on registry every day.

**Decorations {seasonal}**

1. Seasonal decorations may be displayed up to one month before and should be removed no later than one month following the date of the holiday.
2. December holiday lighting cannot be turned on after January 1, and must be dismantled before January 31st.

**DISASTER PREPAREDNESS**

1. During severe storms, there may be water leakage around doors and windows of each unit. Owner should take precautions to prevent leakage and to protect personal property. Generally, insurance does not cover damage because of water leakage unless there is breakage of existing barriers. Hence, any loss under these circumstances shall be the responsibility of the Owner.

2. A Disaster Preparedness Plan has been established and a copy is available on the website.

3. GST is located in the AE flood zone which means when an evacuation is mandated, everyone shall vacate.

4. In the event of a disaster, the only way to keep abreast of the activities will be via the website. Floor Captains will be utilized prior to the evacuation.

5. Monitoring of the storm will be the responsibility of all Owners.

6. Generator is only utilized for the lighting of both stairways and the usage of one elevator.

**Door Installations**

1. Any Owner wishing to replace their unit door shall install a door that is specified by the Board of Directors and is building code compliant.

2. The Unit Owner is responsible for:

1. Purchase and installation of the door and all associated costs including permitting
2. All appropriate repair, maintenance, and replacement costs associated with said door
3. Any installation of a door in conflict with this policy may result in the Owner being required to remove the door. If not removed within 10 days of the date of such request, the Board of Directors reserves the right to remove the door at the respective Unit Owners expense. A fine will be imposed of $100 per day if not corrected.

**ELEVATOR AND MOVING**

1. A key is required to hold the elevator doors open and may be obtained from the office.
2. Owners moving large articles in or out by movers or delivery personnel are responsible for notifying the office before using the elevators; preferably 48 hours advance notice prior the move.
3. The hours for deliveries or moves are between 8:00 am and 4:30 pm, Monday through Friday.
4. A designated person shall be present in the lobby when deliveries are made to ensure security.
5. No week-end or holiday moves, deliveries or repairs, except in an emergency.
6. Empty moving boxes shall be flattened and placed in the recycle bin designated for cardboard located in the southeast end of the garage.
7. Construction material, including carpet and tile, shall be removed from the premises by the contractor and not disposed of in the building dumpster.
8. For a fee, special trash pickups can be arranged with the City.
9. Owner or mover personnel are responsible in putting up and removing the protective elevator pads.

**ENFORCEMENT OF THE RULES AND REGULATIONS**

As permitted by Sections 18.4(h) and 18.4(i) of the Florida Condominium Act, the Board of Directors has adopted the following procedure regarding assessment of fines to Unit Owners. If an Owner, Management or employee observes and reports conduct that violates the Declaration, Bylaws, or Rules and Regulations, the board will use the following procedure:

1. A written report of the incident should be delivered to the Manager or a Board Director. It shall be specific, signed and include details of the violation. The person making the complaint should be prepared to testify at the hearing or other proceedings that may be necessary.
2. The following is the protocol of communication in three phases:
   1. Letter from the Board of Director: At the direction of the Board, management will send a warning letter to the Unit Owner who has violated the Declaration, Bylaws, or Rules and Regulations. The letter will specify the provision that was allegedly violated, and a copy of the written report as provided above will be enclosed.
   2. Letter from the Manager: If management receives a second incident report or the Board determines that the nature of the alleged act was a Class 1 violation, a notice of violation which includes a notice of hearing may be sent to the Unit Owner or the report may be sent directly to the Association's attorney.
   3. Letter from the Attorney: Following the date of the hearing, the Board may assess a fine to the Unit Owner for the violation and may assess legal fees incurred by the Association as a result of the violation.  
        
      At the hearing, the Board will hear and consider arguments, evidence or statements regarding the alleged violation first from person(s) signing the incident report, and then from the alleged violator together with any witnesses testifying on their behalf. The Board will allow rebuttal testimony. Following the hearing, the Board will consider the evidence presented. At an open meeting of the Board of Directors, the Board may assess a fine, legal fees and any repair costs or other damages. If a member of the Board has presented evidence and is the alleged violator or complainant, he or she will abstain from voting. A letter will be issued to the Owner, which contains the Board's decision. The assessment shall be paid within thirty (30) days or the Board may begin collection procedures.

NOTE: A Unit Owner is responsible for their conduct and that of family, tenants, employees or any person permitted to enter a Unit or Association property.

***Schedule of Fines***

|  |  |
| --- | --- |
| **Class One Violations:** | $250 - $1,000 plus legal and repair costs. |
| Class One violations include but are not limited to vandalism, unapproved  construction, and actions that threaten the safety and welfare of residents,  employees or the general public. | |
|  | |
| **Class Two Violations:** | $100 - $500 plus legal and repair costs. |
| Class two violations include but are not limited to noise, misuse of Association  property and littering the common areas. | |
|  | |
| **Class Three Violations:** | $0 - $250 plus legal and repair costs. |
| Includes minor violations not covered above such as pet, bicycle and parking  violations. | |

**ENTRY and EXIT SYSTEM**

1. Your guests will call you from the vestibule entry phone system, which is programmed to call either on a land line or your cell phone. You shall then press “9” to open the sliding glass doors. Never let anyone in that you do not know!
2. A FOB is available for $25.00 which is used to enter the building.
3. If you forget your FOB, you can enter by using your 2-digit code on the entry phone system.
4. Do not use the fire exit doors as an exit, except in an emergency. The fire doors shall remain closed or the alarm will sound. Persons violating this rule are subject to a $50.00 fine.

**EQUIPMENT AND SYSTEMS**

1. All common area systems, including heating, air conditioning, ventilation and plumbing are to be used only for the purposes which they are designed and intended.
2. No resident may in any way interfere with the operations of these systems, nor may use them for their personal purposes.
3. Only Association Manager may alter or adjust the settings of any common area systems or equipment.

**FIRE SAFETY and EMERGENCY ~ LIFE SAFETY**

Following are Rules and Regulations pertaining to Life Safety:

1. Under no circumstances shall any person attempt to remove, dismantle, disconnect or otherwise disable smoke detectors, emergency lighting systems, fire sprinkler systems, fire extinguishers, fire hoses, or other life-safety equipment in common areas or within their Units.
2. No person shall use any common area fire extinguisher or fire hoses except in emergency situations.
3. All electrical wiring in Units shall conform to all applicable electrical codes. Electrical outlets shall not be overloaded.
4. Except for reasonable quantities of ordinary household products, no hazardous materials may be stored in a Unit or storage area. This includes, but is not limited to flammable liquids, explosive, corrosive, bio hazardous, poisonous, noxious or radioactive materials. No firearms or ammunition may be stored in a Unit unless the resident has an appropriate firearms permit or is a commissioned Law Enforcement officer.
5. Fire alarm pull stations are located at each exit on each floor.
6. Annunciators and smoke alarms are in each unit. The Association is not responsible for replacing the smoke alarms. Annual inspections are performed every year.
7. If the alarm sounds, DO NOT USE THE ELEVATORS; USE THE STAIRS TO EXIT.
8. **Any person tampering with or attempting to remove any Common Area fire safety equipment will immediately be fined $1,000.00. Any insurance increases or fines levied against the Association by Governmental Authorities will also be billed to the offender. Additionally, if anyone is injured or property damaged as a result of such tampering, the offender may be subject to severe civil or criminal penalties.**

**FITNESS CENTER**

1. Owners / tenants must sign a waiver acknowledging they assume full responsibility for their own safety and understand and appreciate the risks involved in using the exercise equipment located in the fitness center owned and operated by GULFSTREAM TOWERS ASSOCIATION. A key to the fitness center is available from the office.
2. Anyone under the age of 16 must be accompanied by adult supervision.

**GRILLS**

1. Grills are available on the second floor mezzanine.
2. No grills on balconies.
3. Persons using grills are responsible for cleaning the grills.

**GUESTS**

1. Owners shall furnish authorization to the manager, in writing, if anyone other than the Owners will occupy the unit, with the stipulation that their guests have been informed of the Rules & Regulations.
2. Owners are responsible for the conduct of their guests and their compliance to the rules that apply to Owners. Owners shall be liable for any costs incurred by the Association as the result of actions by guests.

**INSURANCE AND LIABILITY**

***ASSOCIATION:***

1. The Association insures the building structure and liability in the common areas. To access a copy of the Association's insurance visit the website at gulfstreamtowers.org.
2. The Association also carries insurance to cover all the windows and doors.
3. Wind Mitigation: The Association provides an affidavit to all Owners regarding the wind mitigation for the roof. This form may be obtained on the GST website. When owners provide their insurance agent a copy of the affidavit, a savings may be reflected on the premium.

***OWNERS:***

1. Personal contents stored in storage areas are the responsibility of the owner.
2. All Unit Owners are responsible for providing insurance for their Units and contents, in accordance with the Declaration. Condominium Act 718 states any damage done within a unit is the responsibility of the unit Owner; even if the damage is caused by the unit Owner above.
3. If a Unit Owner is negligent in not repairing known defects within their unit, then the Unit Owner is responsible for any damage to any other Unit, Common Area or Limited Common Element that arises as a result of their negligence.
4. At all times, Owners are responsible for their own personal property, including automobiles. Residents are advised to obtain their own personal property insurance. A copy of the liability and vehicle insurance shall be on file with the Association.
5. Tenants shall be responsible for providing proof of renter insurance.

**KITCHEN {COMMON AREA} RESERVATIONS**

1. Reserving the common area kitchen requires a refundable deposit in the amount of $250.00
2. The kitchen is available for private use. Please obtain the reservation form via the website.
3. A key will be provided at the time of deposit.

**KEYS AND LOCKS**

1. Mailbox keys and locks on storage lockers are the responsibility of each Owner.
2. The main entrance and pool access (from 5:00 pm to 7:00 am) areas are locked and may be accessed via a FOB.
3. Common area FOBs are available from the office for a refundable fee of $25.00 per FOB.
4. Owners are responsible for supplying their tenants with unit keys, FOBs, and mailbox keys.
5. Any additional locks added to a unit door shall be approved by manager and, insofar as practical, be of the same color as the door's current hardware.
6. Owners shall provide a copy of the new key to the office.

**LAUNDRY ROOMS**

Washer and dryers are provided on each floor. The hours of operation are 7:00 am to 10:00 pm.

1. Excessive amount of detergents will cause back-ups in the first floor restrooms.
2. Powder detergents are prohibited due to the cast iron pipes.
3. ALWAYS remove lint from the dryer and clean any soap residue from the washer. Please be considerate of the next person doing laundry.
4. Do NOT leave clothes in the machines longer than necessary. The timers are set for 30 minutes to wash and 45 minutes to dry.
5. Please report any problems to the manager.

**LEASING OF UNITS**

1. All leases shall be for a minimum of 3 months, not more than one year, and renewal may not exceed one year.
2. Subleasing of Units is not permitted.
3. Unit Owners interested in leasing their Unit shall submit to the Board of Directors, via the manager, the following information at least thirty (30) days prior to the beginning of the lease. If there are multiple roommates, this information shall be submitted for each of them.
   1. Completed application forms (available from the website).
   2. A copy of the lease
   3. A non-refundable check in the amount of $100.00 (non-refundable) payable to Gulfstream Towers Association for processing a background check.
   4. All lease agreements governing the lease of any Unit shall be a standard condominium lease agreement (available from the website) and shall contain the following language:
   5. Lessee agrees to abide by and comply with all the provisions of the Declaration, Bylaws, and the Rules and Regulations.
4. The Board shall have notification of all lease renewals at least (30) days prior to the new term.
5. Any Unit Owners who lease their Units shall supply the Association with their current address and phone number.
6. All lessees are subject to and shall abide by all the terms and conditions of the Declaration, the Bylaws and the Rules and Regulations governing the Association and are subject to the payment of established fines and actual damages arising from the violations of these Rules and Regulations. Unit Owners remain ultimately responsible for such fines and actual damages assessed as a result of the actions of lessees of their Units.
7. Units may not be leased by corporate rental services or for hotel or transient purposes.
8. The Unit Owner shall give the lessee a copy of the governing documents including the Rules and Regulations; which are available on the website.
9. Owners forfeit the use of the common elements and other facilities associated with their units when they lease it. This would include the parking space. The forfeiture lasts for the duration of the rental period. Owners become guests at this point, with normal guest restrictions.
10. 1. Applications, Screening, Leases and Interview Process: The association rules and regulations provide for the association to run credit, tenant and criminal background checks prior to approving any tenant to move into a unit. Applications are available on the website.
    2. Once the application has been reviewed, an interview will be scheduled. The Board of Directors will provide the applicant with an approval or denial letter.
11. Rental Policy: We currently have a rental policy.
12. You are permitted to rent your unit one time per year for a minimum period of 90 days. Any Owners who rent their units for a period of 6 months or less are subject to 7% tax. If your unit is homesteaded, you will lose that exemption for the year you lease it. Any Owners who rent their unit is subject to review by the State. If the state reviews the leases on file and you have not paid the taxes, you will be subject to fines and penalties as well as the tax.
13. Rental leases are limited to a total of 14 units being rented per year.
14. Tenants are allowed to have one pet weighting a maximum of 15 pounds.

**LIFE SAFETY**

* + 1. Smoke alarms: these are 120 voltage, are hard wired and the responsibility of the unit owner.
    2. Annunciator: These are the speakers in the units {01 and 09 units have two in each unit} and is the responsibility of the Association. These are tested by the fire alarm company annually.

**MOVING**

1. Owners shall notify the Office not less than seven (7) days prior to any person moving in or out of their Unit. Moves shall be scheduled with the Office.
2. Use of an elevator shall be scheduled with the office at least seven (7) days in advance.
3. Moving in or out of a Unit may take place only during the following hours:

|  |  |
| --- | --- |
| Monday -Friday | 8:00 a.m. to 5:00 p.m. |
| Saturday | No moves allowed |
| Sunday and Holidays | No moves allowed |
| Between December 25 and January 1 | No moves allowed |

1. To maintain building security during moves, the resident moving shall have a person positioned at the building entranceway being used. Entrance doors shall not be left open and unattended.
2. If dollies are used, they shall have rubber wheels to prevent any damage to floors.
3. Elevator protection pads put up and removed, along with elevator key obtained at the office.

**NOISE**

1. For construction related noise, see [Construction, Common Area Elements, Remodeling and Alterations within Individual Units](http://www.gothamlofts.com/assets/rules_regs.html#construction).

2. Television, radio, stereo, etc. should be so as not to annoy occupants in other apartments. The same applies to musical instruments.

**OWNER RESPONSIBILITIES**

1. Owners are responsible for property taxes and personal insurance coverage.
2. Each Owner shall provide the Association with a current address, email address, and daytime and evening phone number.
3. Owners shall sign a written disclaimer notifying the Association of what specifically can be publicized information to be included in the Owners’ directory.
4. Maintain the unit in good condition and repair, including all interior surfaces within or surrounding the unit, such as floors, walls and ceilings, and maintain and repair the fixtures therein, including interior plumbing, appliances, and air conditioning.
5. Hot water heaters are not to be older than eight years.
6. When the Owner of the unit is absent, the Owner shall hire a unit inspector to insure no problems with the plumbing, wiring, air conditioning or other items. The inspectors name and phone number shall be provided to the manager.
7. Water shall be turned off from the two shut off valves ~ one in the kitchen and one in the bathroom, for any extended absences.
8. All Owners shall furnish a set of keys to the manager to be retained for use during maintenance or emergencies.
9. Electricity and cable, other than basic cable, is Owner responsibility.

**PARKING AND USE OF MOTORIZED VEHICLES**

1. Parking spaces shall be used solely for the parking of automobiles and motorcycles.
2. Unit residents and their guests shall park no more than one automobile and one motorcycle or two motorcycles in any single parking space.
3. Unit residents and their guests are prohibited from parking on the Association premises except in parking spaces allocated to such resident's Unit.
4. Any vehicle, except those approved by the manager, parked unattended in any place other than a designated parking spot will be towed at the Owner's expense. The Association is not responsible for any damage to the vehicle caused by towing.
5. Parking or storage of campers, recreational vehicles, heavy equipment and commercial vehicles on Association premises is prohibited.
6. No automotive repairs may be performed in parking areas. Motor oils, other engine fluids, and auto parts may not be disposed of on the premises. It is a federal crime to dispose of motor oil down the sewer, in the rubbish, or on the grounds.
7. If someone is parked in your space without your permission, you may contact the office or manager.
8. Any non-registered car parked for more than 10 days will be towed.
9. Due to garbage collection and water line issues, there is to be no stack or piggy- back parking in front of or anywhere near the dumpsters.
10. Gulfstream Towers Association reserves the right to reassign spaces as needed. We only have 52 spaces available.
11. Provide the office with a 7-day notice if parking space will be vacant.
12. No washing of cars on the premises.
13. Parking spaces are not assigned or part of the ownership of the unit.

**Personal Property on the Common Area**

1. In accordance with the Governing Documents of the Gulfstream Towers Association, personal property is not allowed to be stored or otherwise kept in the Common Areas.
2. In instances where it is noted that a unit Owner/resident has left personal property on the Common area, or is storing personal property on the Common area, the following process will be followed until such time as the item(s) are no longer on the Common area:
3. Letter will be forwarded to the Owner, advising them of the Rule violation and ask they remove the item no later than a specified date.
4. If the item is not removed by the specified date, the unit Owner will be fined at a rate of $10.00/day per violation.
5. In addition, the Board of Directors reserves the right to have the item(s) removed from the Common Area at the respective unit Owners’ expense and stored at the respective unit Owners’ expense.

**PEST CONTROL**

* 1. Common areas are sprayed for pests every quarter by the Association.
  2. If an Owner discovers an infestation of pests in their units, the office shall be notified immediately and the pest control company will be dispatched at owners’ expense.

**PETS**

1. Residents may have one pet with a maximum weight of 15-pounds.
2. No pet shall be maintained for breeding or other commercial purposes.
3. All pets shall be walked on a short leash through any common area in the building.
4. The person walking the pet shall remove all pet defecation on Association property.
5. Any accidental elimination functions by a pet in the building shall immediately be cleaned up. The cost of any additionally needed cleaning and deodorizing due to pet's elimination shall be charged to the Pet Owner.
6. Pet Owners are fully responsible for any property damage or personal injury caused by their pets.
7. Pets that cause injury to any person or other animal on Association property; continuously disturb Residents; or cause damage to a Resident's or the Association property may be permanently removed from the property by direction of the Board of Directors. If a Pet Owner or his agent violates repetitively or allows the pet to violate repetitively these rules, then the pet may be permanently removed from Association premises.

**Pool Usage**

1. Such guests shall be accompanied by an adult resident of at least 18 years of age; additionally, guests are limited to not more than three (3) per unit unless previously approved by the Board or Manager.
2. Residents shall have their pool FOB at all times when using the pool.
3. Children under fourteen (14) shall be accompanied by an adult resident at least 18 years of age; such adults are responsible for insuring the children they accompany comply with pool rules.
4. This rule is a *firm* requirement to meet directives of the requirements for a healthy, non-bacterial environment for swimming enjoyment:
5. Children in diapers, or otherwise not toilet trained, are absolutely not allowed in the pool.
6. Air mattresses, floats, balls or other toys are not allowed in the pool with the exception of floatation devices used specifically by young children learning to swim and only when closely supervised by an adult.
7. Loud noise (at a level that becomes bothersome to other residents and their guests), excessive splashing (including onto deck area), running or otherwise excessive rough-housing is not allowed; foul or abusive language or conduct is not allowed.
8. Pool hours are 7:00 am to 9:00 pm. However, pool may also be closed at any time during this period, to meet maintenance requirements when unavoidable. Note that these hours allow for appropriate chemical treatments for pool maintenance.
9. Absolutely no alcoholic beverages, no glass bottles, jars, etc. are allowed in the pool at any time.
10. Animals are not permitted in or near the pool.
11. Swimming is permitted in bathing suits only; no shorts, cut-off, etc., are allowed.
12. No smoking
13. Cover-ups and shirts must be worn while traveling in the building.

**Penalties for Pool Rule Violations:**

For any violation of the above rules observed by, or reported to the Board, the Managing Agent, or any authorized user of the pool, the Board may levy a fine of up to $50.00 for each violation against the Unit Owner and remove pool privileges.

Also, in cases of damage or loss caused by the unit Owner, their residents or guests, the cost of repair or replacement to any area of the pool, pool enclosure or furniture will be charged to the responsible unit Owner.

**RECYCLING**

1. Recycle using the special blue bin containers located in the back alley of the building next the brown trash bins.

**SALE OF UNIT**

1. The 2011 Florida Condominium Statute 718, requires that the seller of a condominium unit shall furnish the buyer with the following documentation:
   1. Governing Documents
      1. Declaration of Condominium
      2. Articles of Incorporation
      3. Bylaws
      4. Rules & Regulations
   2. Current annual budget, as well as any expected special assessment
   3. Current Question & Answer sheet
2. Unit Owners interested in selling their Unit shall submit to the Board of Directors the following information at least 30 days prior to closing.
   1. Completed application forms (available from the website).
   2. A check in the amount of $50.00 (non-refundable) payable to the Gulfstream Towers Association for processing the documents regarding the sale to cover processing and handling.
3. All assessments and all debts shall be paid in full prior to the closing of the sale.
4. If any Unit Owner who permits a prospective buyer to move into the Unit without abiding by the above procedures, they will be assessed a fine of $200.00.
5. A signed acknowledgement of governing documents being read must be noted a provided to the Association.
6. Gulfstream Towers Association has a policy which states that no individual or entity may purchase more than two units.

**SECURITY**

1. Entrance doors and gates to the property shall never be left unlocked or propped open. If a resident notices an entrance door in such a state, he/she should immediately close and lock the door, and notify manager of the incident.
2. All delivery individuals, including food delivery persons, shall be met at building entrances. They are not permitted to gain entrance to the building through the entry phone system and shall be escorted by a resident at all times when on Association premises.
3. When having a social event or open house, residents shall meet anyone they do not personally know at the entrance to the building. They shall not let unknown people gain entrance using the entry phone system.

**SMOKE ALARMS**

* + 1. Smoke alarms have 120 voltage and are electrically hard wired. These are not wired to the fire panel and are the responsibility of the unit owner.
    2. If renovating your unit, the City of Sarasota may ask you to relocate the smoke alarm to comply with code. This is done by an electrician and is the responsibility of the owner.

**SMOKING**

No smoking is permitted in any common area, including balconies, the second floor lounge, lobby, parking garage, patio and pool area.

**SOLICITATION**

No solicitation is allowed in the building by any person, including solicitations by Unit Owners and residents on behalf of others. A resident who identifies someone soliciting in the building during business hours should notify the Manager immediately if solicitation is taking place after hours.

**STORAGE AREAS**

1. The Manager will assign each Unit one (1) storage area. Storage areas are Common Elements and are located in the north, center, and south end of the building.
2. All storage areas will be identified with their name and corresponding Unit number.
3. Residents using a storage area other than the one designated may be opened and their contents may become the property of the Association or destroyed, at full cost to the property Owner.
4. Storage of items outside the areas is not permitted, including without limitation, bicycles.
5. No flammable liquids may be stored in storage areas.
6. The Association is not responsible for the damage or loss of any item stored in a storage area.

**Trash Disposal**

There are trash chutes on each floor.

1. All garbage shall be securely bagged (double) in leak-proof plastic bags or containers before being transported from Units or being deposited in the trash chutes on each floor.
2. Garbage chutes shall NOT be used to dispose of large boxes, rugs, brooms, and other large or bulky items. These items shall be deposited directly into the dumpsters located on the ground floor in the garage.
3. Residents are prohibited from disposing of cat litter, diapers, and similarly noxious smelling items except in bags or containers which contain such odors.
4. Used cat litter must be double bagged and transported down to the dumpster.
5. Residents shall not dispose of any appliances, large furniture, construction debris, and carpeting in the garbage area. Such items shall be removed from the premises at Owner's expense.
6. No garbage is to be left in any of the chute rooms.
7. Please remove any flammable items by taking such items to the dumpster. Do not use the chute for flammable disposal.
8. Gulfstream Towers Association has trash pickup service on Monday, Wednesday and Friday.
9. Trash bags shall not be placed behind vehicles or obstructed in any way to hinder accessibility to the trash collection crews.
10. Furniture, appliances, mattresses, bedding, etc. will not be removed as part of the trash service. Disposal of these items shall be arranged by and at the expense of the respective resident.
11. **Special pickup:** contact Waste Management to inquire about special pickup arrangements.
12. **Recycling:** trash pickup service does not include recycling. Bins are found on each floor in the laundry area. The following may be recycled:
    * Newspapers, plastic, glass and aluminum cans
    * Cardboard must be put in cardboard bin on the southeast side of the garage

**WATER LEAK DAMAGE ~Who is Responsible?**

* + 1. If water damage is caused by negligence, i.e. hot water tank older than eight years and not replaced, whoever caused the damage will be responsible.
    2. Water damage caused by no fault; unit owner will be responsible for any damage within their own unit.
    3. If the blockage is in the piping only servicing that unit, then that unit will be responsible.
    4. If you are receiving waste from above; blockage is in the stack, then the Association will be responsible.

**WINDOWS and WINDOW TREATMENTS**

1. Unit Owners are not responsible for replacing windows as per specifications noted by the Board of Directors, City of Sarasota and County.
2. Posters, banners, advertisements, and signs shall not be displayed in Unit windows.
3. No resident may cover their windows with newspapers or magazines at any time.
4. Frames and glass must both be hurricane impact.
5. The exterior visual portion of the window treatments must of a light color of beige or white.

**AMENDMENT TO RULES AND REGULATIONS.**

**Passed by the Board of Directors 02/02/2015**

**ETIQUETTE AND BEHAVIOR**

Residents and visitors must be adequately covered, which includes tops & footwear at all times in all Common Areas. Residents and visitors must refrain from using loud, abusive, or profane language in all Common Areas.

***APPROVED BY THE BOARD OF DIRECTORS, 2020***

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| Marie Williams, President |
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| Pat Mahoney Zahe, Vice President |
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| Bruce Bergen, Treasurer |
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