



PALM BEACH LANDINGS CONDOMINIUM ASSOCIATION, INC.

# Rules & Regulations

Effective July 25, 2017

The attached abstracted regulations are taken from the rules and regulations of the Association Documents and are set out with the aim to provide a harmonious and safe environment for all residents and guests at Palm Beach Landings. It is required that all residents and officers of the Association will, with a cooperative community spirit, assist towards good quality living by all at Palm Beach Landings.

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## 1. DEFINITIONS

The following terms apply to all vehicles, including but not limited to cars, motorcycles, boats and boat trailers.

1. **Motor Vehicle:** Any vehicle or object that shall occupy a boat slip or a parking space, either covered or uncovered, at Palm Beach Landings Condominium Association Inc. A recreational motorcycle owned in addition to a primary vehicle will be considered in the rules pertaining to recreational motorcycles.
2. **Towing:** the removal of any motor vehicle as stated in #1 above from Palm Beach Landings at a cost to the owner. The use of a qualified company that is posted and is within the required miles of the property and open the required hours shall be used to perform this task.
3. **Abandoned Vehicle:** A vehicle as described in #1 above that does not have in clear sight a current and valid license plate with a current year sticker or registration number.
4. **Seaworthy or Roadworthy:** Vehicle must be able to accomplish the task for which it was designed. It must start, run and move; either on land or sea as so designated.
5. **Watercraft:** Watercraft and any equipment that is attached to it.
6. **Commercial Vehicle:** any vehicle that carries: advertisement, work equipment or ladder racks is considered to be commercial.
7. **Trucks:** pick-up trucks, vans and larger than a 6(six) passenger SUV shall be considered to be a truck.
8. **Trailer:** is a vehicle used to transport or support a watercraft.
9. **Tool trailer:** is a separate vehicle that is towed behind a car or truck and is not permitted on Palm Beach Landings property.
10. **RV:** A vehicle that has the ability of additional living space either as is or in a pop-up fashion. These are not permitted on Palm Beach Landings property.

11. **No parking area:** Any area that is not specifically marked for parking is considered to be no parking area as well as all grass areas in accordance with the City of Fort Myers codes.
12. **Registered Vehicle:** Any vehicle as stated in #1 above that has been registered with the State of Florida, any other government agency and registered with the management of Palm Beach Landings. Registration with Palm Beach Landings requires presentation of a valid driver's license, state registration, and proof of insurance.
13. **Owner:** The person who holds title to or is responsible for the placement of any vehicle on Association property.
14. **Guest:** A guest is someone that is here to visit the owner/tenant on the property. The owner/tenant must be here for an individual or group to be considered guests of the owner/tenant.
15. **Tenant:** A person or persons that are paying rent to an owner for the use of a unit. This could be annually or for more than 30 days throughout the year.
16. **Registration of Guest:** Notification to the office of anyone that is going to be on the property for a period of 24 hours or more.
17. **Application:** Form and fee to be completed by anyone that is on the property for more than 14 days. Married couples must both complete an application with one application fee. If unmarried couple both parties must fill out application and there is a fee for both parties.
18. **Adult:** A person twenty-one (21) years of age or older.
19. **Child:** A person 20 years old or younger or anyone who is under the care of a tenant or owner.

## 2. PARKING

### 2.1. No Parking Areas:

Motor Vehicles may only be parked in the areas provided for that purpose. Parking in “No Parking” areas, grassed areas, or otherwise assigned areas such as fire zones, will result in being towed away at the owner’s expense.

### 2.2. Boat & Truck Parking:

The designated area for boats and trucks is in the area located on the Palm Beach Blvd. side of the property. When these designated areas are filled, a list will be maintained on a first come basis in the office. These are the only spots reserved for parking of trucks and boats available.

### 2.3. Vehicle Maintenance:

There shall be no assembling, disassembling or maintenance of motor vehicles, watercraft, trailers or motorcycles performed in the common areas except for ordinary and routine activities such as changing a tire or battery. Charging of batteries is permitted only in the dumpster areas. The association will not be responsible for any equipment or batteries that the owner may leave, if they are taken.

### 2.4. Vehicles Washing:

Is allowed only in the wash area provided.

### 2.5. Assigned Parking:

If parking spaces have been assigned, the vehicles shall only be parked in those spaces assigned to them. All vehicles not in designated areas will be towed at the owner’s expense.

### 2.6. Road & Sea Worthy:

All vehicles, watercraft, and watercraft trailers parked or docked on condominium property shall be road or sea worthy, not unsightly, properly licensed, insured, and registered with the property manager. All registered vehicles, watercrafts, and watercraft trailers shall display a PBL registration sticker. Management shall inspect all vehicles and watercraft for appearance and performance as necessary before registration is granted. Any vehicle that is not



registered with PBL office or having an expired temporary parking permit will be towed at the owners' expense

### **2.7. Keys:**

To any vehicle, auto, truck or boat trailer must be left in the office if the owner is absent from the property for a period of more than three (3) days. These keys will be used for emergency purposes and moving for repairs or cleaning procedures.

### **2.8. Vehicle, Watercraft & Trailer Limits:**

Road vehicles are limited to one (1) per licensed PBL resident driver. Watercraft/trailers are limited to one (1) per PBL resident unit

### **2.9. Under building parking spaces:**

Are limited common areas reserved for the authorized users of those owners that own the official "Right to Use" title to these areas. Any change in the official "Right to Use" must be approved by the Board as per the Declaration of Condominium, Section 12 Article 8.2. Use of the under-building parking spaces is limited to one (1) non-commercial vehicle per space. Anyone parking in an under-building parking space that does not have the permission of the owner of record will have their vehicle towed at the vehicle owners expense. These areas are not to be used as storage areas and are for vehicles only. Management will dispose of any objects that are not concealed in storage lockers.

### **2.10. Association Liability:**

The Association or its officers will not be liable for claims arising as a result of injury or damage from third party vehicles whether parked legally or illegally on site.

### **2.11. Trucks Commercial & Recreational Vehicles:**

Exceeding one-ton capacity shall not be parked on the Condominium property. Recreational vehicles are only permitted for loading and unloading, not to exceed 12 hours. No one may reside in any vehicle or watercraft while on Condominium property. Trucks and commercial vehicles one ton and under are allowed, provided they meet the guidelines of the Rules & Regulations and must only, be parked in areas designated for truck/commercial vehicle parking by the Association. (See definition of vehicle above) Commercial vehicle does not include tool trailers or any vehicle that is separate or can be towed by a vehicle as stated

above. Any vehicle or watercraft trailer that is not in designated area or is over the one-ton limit will be towed at the owner's expense.

2.11.1. Trucks and commercial vehicles under one ton that are unsightly or in disrepair are not allowed. All tools or equipment shall be enclosed. All trucks and commercial vehicles shall be parked in the designated truck and commercial vehicle parking area. All others will be towed at owner's expense.

## **2.12. Bicycles:**

2.12.1. bicycles are limited to one (1) per PBL resident. Bicycles shall display a PBL sticker on the neck below the handle bars and be registered with the association by providing a photo of the bicycle to management.

2.12.2. Bicycles should be in road worthy condition. bicycles that are in an unsightly condition, rusted or have evidence of non-use will be removed from property and disposed of by management.

2.12.3. Bicycles Are not allowed in the lobbies, hallways or stairwells. Either all bicycles shall be kept in the provided bicycle racks or up to two bicycles may be stored on lanais provided they are covered with covers made specifically for bicycles. All bicycles must be in roadworthy condition.

2.12.4. Bicycle owners who wish to store their bicycle at the association bicycle rack will be assigned a space upon registration. Unused spaces will be locked until an assignment is given.

## **2.13. Parking of watercraft trailers:**

With or without a watercraft on them is permitted only if the owner(s) has a watercraft on the property. Storage of trailers without registered watercraft is prohibited. All watercraft and trailers must be parked in the assigned area provided for these crafts only. All others will be towed at owner's expense.

## **2.14. Vehicle Removal:**

Any unit owner/tenant, upon termination of their residence at Palm Beach Landings property shall be responsible for the removal of all vehicles from the property. Any that are not removed will be considered abandoned and removed at the owner's expense.

## **2.15. Motorcycles:**

As recreational vehicles: There will be five (5) designated spots for recreational motorcycles on the property. When these spaces are filled, there will be no other recreational motorcycles permitted on the property. A come first list will be maintained in the office to permit by request any open spaces that arise.

2.15.1. Owners and renters must submit a request to have a motorcycle as a recreational vehicle on the property to Board of Directors, prior to placement on the property, for approval. The Board reserves the right to deny the request of either owner or tenant.

2.15.2. All motorcycles on the property must be in running condition. No repairs to the motorcycles can be performed on the property.

2.15.3. All motorcycles on the property must be licensed and insured. All drivers of a motorcycle must have a motorcycle class license to have a

- Primary motorcycle (your only means of transportation), or
- A recreational motorcycle on the property.

2.15.4. All paperwork and photos (side and the rear to show the license plate) must be registered with the Manager. Upon registration, the motorcycle shall display a PBL sticker on the rear fender.

2.15.5. If any of the above rules are not met, the motorcycle will be towed at the expense of the owner. It is the intention of the Board to extend this opportunity to have recreational motorcycle parking on the property to owners/renters who reside on the property only. The motorcycle must be registered in the name of the owner or tenant that lives on the property.

## **2.16. Tenants & Parking:**

Any owner that rents their unit(s) may not park any vehicle of any type on association property while their unit is rented. Parking is permitted for conducting business with the unit, association business or as a guest.

## 3. COMMON AREAS

### 3.1. **Enjoyment rights & Intended use**

All common areas including, but not limited to, sidewalks, entrances, hallways, passages, elevators, and parking areas (including under building) will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction. Any articles left for a period longer than twenty-four hours will be discarded by management without notice to owners.

- 3.1.1. Common areas will be kept in such a manner as to respect the rights of others.
- 3.1.2. No person shall clutter nor leave any debris or other material in or on any common area.
- 3.1.3. Owners, lessees and guests shall use the common areas for the purpose intended and use them in a manner that does not annoy others or cause damage to the premises.
- 3.1.4. Owners, lessees and guests shall not loiter in common areas in such a way as to annoy, cause nuisance, hinder access or enjoyment of such areas by other authorized users.

### 3.2. **Solicitation & Advertising.**

There shall be no solicitation or peddling of any type permitted within the condominium. Under no circumstance will advertising be allowed at a unit or on association property for any activity or service. Advertising for any activity or service shall be limited to bulletin boards located in the lobbies established for that purpose.

### 3.3. **Smoking:**

Is not allowed in any enclosed common area.

### 3.4. **Barbecue grills:**

- a) Safety first in the use of the grills
- b) KEEP ALL CHILDREN AWAY FROM THE GRILLS AND HOT COALS
- c) You must supply your own charcoal and utensils
- d) Cleanup is the responsibility of those using the area, this includes the grills themselves.
- e) Trash ONLY must be placed in trash cans provided

- f) Hot coals are NOT to be placed in trashcans. They should be placed in the tubs provided for that purpose.
- g) Hot pots or cookware cannot be placed on the picnic tables without something to protect the table from burning.
- h) Use common sense to maintain and protect our picnic area.
- i) PETS SHOULD BE WALKED IN DOG WALK AREA AND NOT IN PICNIC AREA.

### 3.5. **Combustibles:**

No fireworks, open flames, generators or combustibles are permitted on association property, except for the use of the provided BBQ grills.

### 3.6. **Skate Boards**

Roller blades and other similar forms of recreation are not permitted, to be used, on the property.

## 4. LIMITED COMMON AREAS

### 4.1. **Intended use:**

Balconies shall be used for the purpose intended and shall not be used for hanging garments or other objects or for cleaning rugs or other household items. Storage of items on the balconies such as, but not limited to, tools and boxes is prohibited. Watering of plants on balconies shall not be excessive to the point where water is running over the balcony and running into other owner's balconies or down to the common area.

### 4.2. **Wash Lines:**

No wash lines of any kind will be allowed outside any unit.

### 4.3. **Discard Waste**

No person shall discard or throw any items from balconies. Pet waste shall be disposed of properly by the owner and not discarded or swept off the balconies onto common areas.

### 4.4. **Blinds & Awnings:**

No exterior curtain, blind, awning or glass, etc., shall be installed on any balcony without the prior written approval of the Association or a representative thereof.

**4.5. Combustibles:**

All flammable barbecues, combustibles, fireworks, gas cans, generators and grills are prohibited. Only smokeless electric grills are permitted.

**4.6. Storm shutters:**

Must be white roll-down style and in compliance with applicable governmental regulations and must be approved in advance by the Board or a representative thereof.

**4.7. Tile flooring:**

May be installed with the written permission of the property management. Flooring may be installed with the installation of code approved soundproofing. No carpeting of any kind is allowed on the balconies.

**4.8. Furniture:**

All owners/tenants that are leaving the property for any extended period (more than one week) must place any furniture from the balcony into the unit for safety reasons.

**4.9. Association Liability:**

The Association is not responsible for any damage or injury that is caused by owners or tenants property left on the balconies.

## 5. USE OF UNITS

**5.1. Keys**

The Association requires that a key to every unit be given to the office. These keys must be kept current if locks are changed for any reason. Any owner/tenant that does not supply a key to the office is in violation of the laws of the state of Florida Condominium Act.

**5.2. Use of units**

All units shall be used for residential purposes only.

### 5.3. **Occupancy:**

All rental units may be occupied only by those who are listed on the lease held at the office. All others must go through the registration process and be approved by the board or a representative thereof and by the owner of the unit. Any owner(s)/tenant(s) that have guest(s) over the period of fourteen (14) days that are permanent residents of the association must also complete the application process.

5.3.1. Occupancy of units, for residents, whether owned or leased, shall be limited to:

5.3.2. Two (2) children plus one (1) or two (2) adults per two-bedroom unit; or

5.3.3. One (1) child plus one (1) or two (2) adults per one bedroom unit.

### 5.4. **Guests:**

5.4.1. Houseguests of owners or tenants must be registered with the office upon arrival or the next available day the office is open. They may not maintain residency for a continuous period exceeding fourteen (14) days. The same individual may not be considered a guest after the fourteen-day period expires without a period of one month between visits. The repeat visit of the same guest may not occur more than three times per year. If the period exceeds fourteen (14) days, they are considered to be living on association property and must go through the registration process and fees. The office must be notified if anyone is to be using the unit without the owner/tenant being present. Anyone that is not registered or the owner/tenant has not contacted the office prior to their arrival, will be asked to leave the property.

5.4.2. Hosts are at all times responsible for the behavior of their guests. If guests do not comply with regulations and are considered a source of nuisance or a perceived danger to residents or other authorized users of the premises, hosts may be requested to remove them from the property.

5.4.3. Total occupancy, including guests, cannot exceed: two (2) children, two (2) adults and two (2) guest persons in a two (2) bedroom unit; one (1) child, two (2) adults and two (2) guest persons in a one (1) bedroom unit.

5.5. **Renting of the Units** *(Also, see section 12.5 and 12.7 of Declaration of Condominium):*

The renting of units is allowed provided:

- 5.5.1. All tenants shall submit an application to the Association ten (10) days prior to occupancy by the proposed tenant for approval. Such approval will not be unreasonably withheld. All leases must be supplied to the office prior to move in.
- 5.5.2. No rental or lease shall be permitted for a period of less than thirty (30) days.
- 5.5.3. The number of rental agreements per unit, in any calendar year, will not exceed three (3).
- 5.5.4. No subleasing is permitted. No residency is permitted with owners/tenants in any unit without the individual submitting to the registration process and fees.
- 5.5.5. Month to month leases are not permitted.
- 5.5.6. Annual leases are considered to be for a period of 12 months and all renewal of leases must be submitted to the office for approval. No fees are attached for renewal of leases or repeat tenants if approved by the board or a representative thereof. Any tenant that has a lapsed time of more than a month residency on the property will be subject to the fees and screening process upon return. The association has the authority to refuse renewals based on the history of the tenant's behavior. Copies of all leases in the office must be kept current.
- 5.5.7. Seasonal rentals cannot be for less than 30 days and no more than three (3) times per year. Repeat seasonal tenants, from year to year, will not be required to submit the fees for the screening process. Approval is, however, still required. If a period of more than 12 months expires between rental periods, the screening process and fees are then required. The association has the authority to refuse renewals on seasonal rentals, based on the past behavior history of the tenant.
- 5.5.8. Any owner that should sell their unit and wish to become a tenant or any tenant that wishes to purchase a unit, that have not been screened in the past 12-month period, will be subject to all fees and screening process before approval will be granted by the board or an agent thereof.



## 5.6. **Water Shut off**

The main water valve (this is usually located in the water heater/air conditioning closet, closest to the hot water heater) in units must be turned off if the resident will be absent from the unit for more than seven (7) continuous days.

## 5.7. **Unit doors**

Unit doors leading to the hallway may not be kept open except for entering and exiting of the unit, and for emergencies.

## 5.8. **Unit access**

It is the owner's responsibility to provide all keys and entry devices required to gain access to the property and unit to all third parties. This shall include but not be limited to Realtors, Vendors and Tenants. There are to be provided upon the signing of a listing agreement, for sale or rent. The Association will not supply keys for tenants or agents. You should have at least three (3) sets of the following keys at all times: Stairwell, rec. room, mail box and gate entry cards: one for you, one for the rental agent and one for the tenant. The stairwell keys, rec. room keys and the gate entry devices are for sale in the office. The original mailbox key is kept in the office and maybe signed out strictly for the purpose of having a copy made and it must be returned ASAP. NO KEYS WILL BE GIVEN OUT WITHOUT PAYMENT BEING RECEIVED PRIOR TO OR WITH PURCHASE.

- 5.8.1. It is the responsibility of the owners to provide a means of access to their units. The spare key held by the Association is for Association use only and cannot be provided except in the case of an emergency. Emergencies shall include but are not limited to any event that will result in damage to the buildings or other units such as a water leak: any life-threatening event.
- 5.8.2. It is the owner's responsibility to make arrangements for any repairs or deliveries that will be made to their unit. The Association cannot grant entry to vendors except in the case of an emergency. Emergencies shall include but are not limited to any event that will result in damage to the buildings or other units such as a water leak. Regular service calls are not emergencies.

## 6. NOISE ABATEMENT

### 6.1. Enjoyment Rights

No owner, lessee or their guest may make or permit any disturbing noises in the units whether made by himself, his family, friends or pets: or do or permit to be done anything that will interfere with the rights, comfort and convenience of other occupants.

### 6.2. Musical Instruments/audio devices

No owner, lessees or their guest shall play any musical instrument, audio/visual or other such device in an unreasonable manner so as to annoy other occupants.

### 6.3. Common Areas

No owner, lessee, their guest or pet shall create any kind of disturbance while in the common areas if the same shall disturb or annoy other unit occupants.

### 6.4. Community Quiet Hours

Are between 8pm and 8am Monday to Friday and 8pm and 9:30am Saturdays and Sundays. Excessively loud Noise such as televisions, music, construction or maintenance work and loud voices speaking to others or on cell phones are not permitted during these hours

## 7. BEHAVIOR

### 7.1. Children:

- 7.1.1. There shall be no restriction on the minimum age of children who may live or visit Palm Beach Landings.
- 7.1.2. The activities of children while at Palm Beach Landings must be regulated by an adult.
- 7.1.3. If a child's conduct and/or behavior becomes a source of annoyance to adults, the Association or its designated representatives shall at all times have the authority to ask the adult supervising the child to remove that child from any common area.
- 7.1.4. The supervising adult will have the responsibility to compensate the Association for any damage caused by that child.

## **7.2. Adults:**

- 7.2.1. Adults must set a good example and conduct themselves in a manner becoming to a mixed community.
- 7.2.2. All rules and regulations, either written or displayed, must be adhered to.
- 7.2.3. Repairs to common property will be charged back to the unit owner for any damage caused by an owner, tenant or guest due to abuse or vandalism.

## **8. PETS**

### **8.1. Approval & Limits**

All pets or animals shall be first approved by the Board, with their total discretion, and then registered with management. Pets allowed are cats, dogs, fish and caged birds. The quantity of pets allowed in a unit will be limited to a maximum of two pets:

- a. Dogs: One (1)
- b. Cats: Two (2)
- c. Birds: Two (2)

- 8.1.1. The weight of any pet cannot exceed 10 lbs. at full growth. All pets must be registered with management. with a registration fee of \$150 per dog applies, \$75 per cat, \$50 per bird.
- 8.1.2. All change in pets must be registered in the office. No replacement can be made of any cat or dog without prior approval of the board or an agent thereof.

### **8.2. Leashes**

Pets shall be kept on a leash at all times while outside the unit, including in the designated walk areas located at the west side of the property along the wall area.

### **8.3. Pet walk Area**

Pets must not be allowed to foul in the common areas, which include the grassed areas. Pets should be walked in the “pet walk” provided and owners of the pets must clean up any pet excrement. Each person is expected to supply their own supplies for cleaning up after their pets.

#### **8.4. Nuisance Pets:**

If the Association determines that a pet is a nuisance to other owners or lessees, the pet shall be removed from the premises upon demand.

#### **8.5. Guest Pets**

No unregistered pets, including those of visitors or overnight guests, will be allowed on the property at any time. Guests, vendors or service people are not permitted to have pets on the property at any time. All tenants must have written approval from the owners of the unit before any pets will be approved by the Association.

### 9. POOL & SPA

#### **9.1. Small Children**

Diaper aged children are not allowed in the pool or spa at any time without the use of waterproof pants or similar items. Children under 16 must be supervised by an adult.

#### **9.2. Shower & Attire**

Shower before entering the pool or spa to reduce filter clogging. Proper attire for swimming is a traditional bathing suit and shall be worn at all times.

#### **9.3. Bathing Load**

Bathing load in the swimming pool is 28 persons. Bathing load in the spa is 5 persons.

#### **9.4. Pets**

No animals are allowed at any time in the pool, spa or the deck area.

#### **9.5. Behavior**

No running, jumping or diving allowed. No horseplay allowed.

#### **9.6. Food & Drink**

No glass containers, food or drinks are allowed within fenced pool and spa area per Florida Statute.

### **9.7. Permitted Users:**

Pool, spa and deck are for residents and invited guests only. Non-resident owners may not use the pool/spa except as a guest.

### **9.8. Audio Devices**

All audio devices must be used with headphones in the pool area.

## **10. RECREATION ROOM**

### **10.1. Opening hours**

Open during office hours Monday – Friday. One key per unit may be obtained from Management for a fee of \$3.50.

### **10.2. Use limits**

- 10.2.1. Private, social gatherings for residents and invited guests only, not to exceed 30 persons.
- 10.2.2. Association sponsored gatherings should be scheduled with the office prior to the function as to save a conflict with private gathering schedules.
- 10.2.3. Any request for use in excess of 30 persons must be approved in advance by the Board of Directors.

### **10.3. Notice**

Two weeks' notice is required to reserve the room for private gatherings.

### **10.4. Private Gatherings**

Residents may not be excluded from private gatherings.

### **10.5. Legal Holidays**

Reservation during legal holidays is generally prohibited, subject to Board approval on an individual basis.

## **10.6. Non-Residents**

The room shall not be used for public gatherings except as required by law. Non-resident owners may not use the Recreation Room except as a guest.

## **10.7. Room Capacity**

Room capacity is 80 persons and will be strictly enforced.

## **10.8. Security Deposit**

A security and consumables deposit of \$150.00 shall be required for any private gathering. Private gatherings are required to clean the recreation room after use and return it to the Association in the same condition as received. This includes the placement of all furniture as it was found. The pool table is not to be moved for any reason. All private gatherings must be scheduled ahead of time with the office. A deposit of \$150.00 will be charged upon scheduling. This fee will be deposited immediately by the association. If the hall is cleaned and returned in the condition it was received, the deposit will be refunded in full. Any replacement of furnishings, damage, or cleaning that is required will be deducted as deemed necessary and the balance of deposit that remains will be refunded.

## **10.9. Children**

under 16 must be supervised by an adult 21 years of age or older.

# 11. GENERAL

## **11.1. Window treatments.**

All window treatments that are visible from the outside of the buildings (this includes all windows and sliding glass doors) MUST be white in color or shall be covered with white lining, except where the draperies themselves are white or off white in color. Screens must be kept in good repair and used in all open windows.

## **11.2. Antennas.**

No external antennas of any type are permitted. Satellite dishes are permitted only with the prior approval of the management or an agent thereof, must be no more the eighteen (18) inches in diameter, and may not protrude into the common air space.

### **11.3. Written approval**

No owner or lessee is permitted to make any changes to the exterior of his unit without the written approval of the Association.

### **11.4. Signage.**

No sign, advertisement, notice or other lettering shall be affixed or displayed outside or inside the building. The Association provided bulletin boards may be used for personal items. They must be dated and removed after a period of a month.

### **11.5. Trash.**

Trash shall be disposed of using individual sink garbage disposal units or by the in-house garbage disposal trash chute. Hazardous materials such as

- Fluorescent Tubes
- Pesticides Polishes/Strippers
- Drain Cleaners Liquid Paint/Thinner
- Pool Chemicals
- Float Switches
- Car Batteries
- Thermostats
- Auto Oil & Anti-freeze

11.5.1. (Any item not listed above that is marked corrosive, flammable, toxic or reactive is also considered hazardous waste) may not be disposed of on property and must be brought to designated city of Fort Myers sites for disposal.

11.5.2. Trash Chute. The trash chute is installed for the convenience of all unit owners and lessees; however, inherent design problems can cause hardship and annoyance to the people on the lower floors. You are requested not to use the trash chute during the hours of 8:00p.m and 8:00a.m to help eliminate the noise problem created by falling trash, and you must use plastic trash bags to help avoid blockages in the trash chute itself.

11.5.3. Large items such as boxes, construction items and clothes hangers and open paint cans that will not fit or that will jam up trash chutes should be placed outside the roller shutter door of the dumpster room where it will be collected.

- 11.5.4. Third parties performing repairs, maintenance and or construction work on a unit must dispose of waste related to their work off property.
- 11.5.5. Strict compliance with recycling regulations is required by all in order to ensure efficient and effective removal of such waste and to comply with local environmental statutory policy.

## **11.6. Shopping carts**

are to be used by residents only. Items placed in carts should not exceed the recommended weight from the manufacture of 150 lbs. They must be replaced in the designated area.

## **12. BOAT DOCKS**

### **12.1. Assignment**

All slips are assigned by Manager and Dock Master based on availability and boat size. All slips are booked on a temporary per use basis, by day, week, month or year. Boat slip booking calendars will be maintained on the association website

- 12.1.1. Slips must be booked at the association office, preferably in writing no more than 30 and no less than 7 days in advance of intended use.
- 12.1.2. Residents who do not use their booked assignment will lose it. If a watercraft is not in the water or its owner leaves property for more than 7 consecutive days the assignment is lost and must be re-booked based on availability. Booked assignments are not transferable to or between owners or tenants
- 12.1.3. A watercraft owner may ask management in writing for their booked assignment to be held under special circumstances if a Watercraft must be taken out of water for more than 7 consecutive days. The watercrafts owners' cumulative dock use will be considered when holding a slip under special circumstances.
- 12.1.4. All equipment must be removed from boat docks at the end of an assignment. Any equipment left on the dock may be removed and disposed of by the association. Watercraft owner will be responsible for any costs incurred by the association for the removal and disposal of equipment on the docks.



## **12.2. Temporary mooring**

Slip numbers 13 and 14 may be used for temporary mooring, (for no more than 2 hours). Temporary mooring slips cannot be reserved. Only PBL registered watercraft may use these slips

## **12.3. Registration & use restrictions**

12.3.1. Usage of the boat docks and watercraft/trailer parking area is limited to PBL residents only. Watercraft & trailers must be titled in the name of the unit occupant only or unit occupant & immediate family members. Watercraft should only be used by the unit occupants. Owners that rent their units are not entitled to use the boat parking or docks. Watercraft owners are not permitted to rent/lease their watercraft to any other owner, tenant or guest.

12.3.2. All watercraft/ trailers must be sea/road worthy, not unsightly

12.3.3. All Watercraft and trailers must be registered with PBL Management & Dock Master *displaying a PBL sticker*, with proof of

- ownership
- insurance
- state registration

12.3.4. Watercraft owners must pay any associated fees, sign a statement attesting to have received and read a copy of the rules and regulations regarding boats and understand that maintaining a boat on property is conditional on adherence to these rules.

12.3.5. Watercraft must be Re Registered with the association by-January 1 each year. Providing current copies of insurance & state registration, paying any associated fees and reaffirming knowledge and adherence to the rules and regulations will be required.

12.3.6. Violation of the Boat rule may result in the suspension of right to use boating facilities and refusal to re-register boat

12.3.7. Limited to one (1) watercraft and one (1) trailer per PBL resident unit. Boat trailers may not be parked on Association property without a watercraft on it or moored at the docks.

- 12.3.8. Boats may not be left in water if owner leaves the property for more than 7 consecutive days.
- 12.3.9. All wet slips and dry storage are assigned and can be changed by the management with the aid of the dock master on a space available basis. The max length of watercraft to be moored in the dock area is 30 thirty feet. The max length of a watercraft trailer is (33) thirty-three feet. Boats must be contained in the leased area as shown on the survey dated 11/09/07. This includes all lines for high and low tides while remaining in the State required leased area. AT ALL TIMES. A copy of this survey is to be presented to any prospective new or current owners/tenants when application is made. Any watercraft trailer or boat that exceeds these lengths will not be permitted on the property or at the docks.
- 12.3.10. All watercraft should be properly secured to prevent damage. Owner may be held liable for damages caused by improperly secured craft. At the discretion of the Dock Master all worn, frayed, improperly tied dock lines must be replaced or adjusted immediately.
- 12.3.11. If levied by the board watercraft owners must pay a fee to dry park boats and/or trailers on association property. The fee is paid on a yearly basis and is due at time of registration or reregistration on January 1 of each year. Any unused portion of the fee will be prorated and refunded to the watercraft owner

#### **12.4. Insurance**

All watercraft and trailers shall be properly licensed, registered and insured in an amount of not less than \$100,000/\$300,000 per person/incident and \$50,000 property damage. The Palm Beach Landings Condominium Association shall be named as an additional insured while the boat is parked on the premises or at the docks and a certificate of insurance shall be provided to the Association.

#### **12.5. Living on Boats**

No one may live aboard a vessel while docked at Palm Beach Landings.

#### **12.6. Maintenance**

There shall be no assembling or disassembling of watercraft/trailers in wet slips or dry storage except for ordinary and routine maintenance.

**12.7. Combustibles**

No fireworks, open fires, such as barbecue grills, gas cans or combustibles to be used or stored on docks or watercraft at any time. Except for one portable gas tank, intended for use with the motor, may be stored on the watercraft.

**12.8. Trash**

Trash or pollutants to be disposed of in suitable containers.

**12.9. Emergencies**

The Dock Master/Directors may require watercraft to be removed from the docks in an emergency, such as a hurricane or flooding.

**12.10. Children**

All children 10 years and younger must wear U.S. Coast Guard approved flotation device when using the dock area and must be accompanied by an adult.

**12.11. Boat Dock Electricity**

- a. Electrical outlets on boat docks are NOT to be used as shore power
- b. Outlets are to be used for recharging batteries
- c. Outlets are to be used for cleaning of craft
- d. There shall be no continual use of electrical outlets in excess of 12 hours.
- e. Electrical use or electrical cords left on, through the slats in the docks or under the docks after dark are prohibited and will be removed by management.

**12.12. Fish Cleaning:**

Cleaning of fish is permitted not the docks as long as you clean up after yourself, use a cutting board to protect the docks and the remains are placed in a disposal and not put back in the water.

**12.13. Kayaks & Paddleboards:**

12.13.1. Kayaks & Paddleboards are limited to one (1) per PBL resident, Max two (2) per unit. Kayaks & Paddleboards shall display a PBL sticker on the bow and be registered with the association by providing a photo of the Kayak and or Paddleboard to the

management. Residents with another registered watercraft (see 12.4) are not permitted to an additional kayak and or Paddleboard and vice versa.

- 12.13.2. Kayaks & Paddleboards can be stored inside the underbuilding storage closets or on the association kayak rack and must fit comfortably in either. Larger Kayaks & Paddleboards may be stored on a trailer specifically made for such purpose. Kayak & Paddleboard trailers shall be regulated in accordance with section 12.4.
- 12.13.3. Kayaks & Paddleboards should be properly secured to the kayak rack to withstand wind and storm conditions. The association will not be held liable for loss or damage to Kayaks & Paddleboards or other property as a result of an unsecured Kayak or Paddleboard.
- 12.13.4. Kayaks & Paddleboards should be used regularly and be in sea worthy condition. Kayaks & Paddleboards that are in an unsightly condition or have evidence of non-use will be removed from the property and disposed of by management.
- 12.13.5. Kayak & Paddleboard owners who wish to store their Kayak or Paddleboards at the association kayak rack will be assigned a space on a first come first served basis. Unused spaces will be locked until an assignment is given.

## 13. GATE AND WALL

### 13.1. **Access Gate & Wall**

- 13.1.1 The gate can be accessed with a gate card, gate remote or the directory located to the right of the gate.
- 13.1.2 Gate cards and remotes can be purchased from the office during normal business hours or by appointment only.
- 13.1.3 Any person jumping the wall and causing damage to it will be responsible for the repair cost incurred.
- 13.1.4 Gate cards and remotes can be turned in to the office upon moving from the property. A refund of part of the cost will be made to the owners/tenant if they are in good working order.

In addition to the foregoing, all owners, lessees and guests of Palm Beach Landings shall abide by the provisions of the Articles of Incorporation, the Declaration of Condominium and the By-Laws of Palm Beach Landings Condominium Association, Inc., as amended from time to time.