

TOWERS GRANDE CONDOMINIUM ASSOCIATION, INC

RULES AND REGULATIONS AS AMENDED JUNE 15, 2012

THE ASSOCIATION HAS THE RIGHT TO LEVY FINES FOR ANY VIOLATION OF THE RULES AND REGULATIONS.

These rules and regulations are enforced for the safety and comfort of the Owners, Renters, Guests and Association Property.

DO NOT HOLD ANY ENTRANCE DOOR OPEN FOR ANYONE unless you know who they are and recognized them as an owner or renter. All authorized persons should have an entrance key.

GENERAL

1. Responsibility for repair of damage caused to common areas, common elements and limited common elements, including but not limited to elevators, walls, landscaping, appurtenances, properties or equipment will be that of the owner of the unit whose family, guest, employee, agent, invitee or lessee caused such damage. The owner will be responsible for all repair/replacement costs.
2. Anyone refusing to identify him/herself and his/her unit number, upon request by the Association Management, a Board Member or a committee member, will be considered a trespasser and escorted off the property by the proper authorities.
3. Towers Grande has a minimum two-week rental period, which is strictly enforced.
4. Per the Fire Code, nothing shall obstruct the walkways (42 inches from outside wall). Further, doormats, shoes, beach equipment, cleaning equipment or other such items shall not be placed or stored on walkways. Patio or lounge chairs are allowed in front of the owner's unit, but cannot be left unattended on walkways.
5. Noise, which disturbs others, shall not be permitted. Doors, sliding glass doors and screens shall be operated slowly and quietly. The volume on television, radio, stereo or other musical and sound devices shall be maintained at a moderate level at all times, especially during the hours from 11:00 p.m. to 8:00 a.m. daily.
6. Toys and vehicles, such as tricycles, bicycles, skates, skateboards, scooters and the like which are ridden or propelled shall not be utilized on any balcony, lanai or in any of the common elements and common areas of the buildings or grounds other than those areas which may be specifically designated for their use. The operation of such equipment in the garage area is prohibited at all times. However, bicycles may be ridden on driveways between drive-thru garage doors and Atlantic Avenue, for the purposed of egress and ingress.
7. Bicycles are not permitted in elevators or walkways, except to be taken to and from an owner's or lessee's condominium. Bicycles taken to and from condominium must enter and exit through the lower level garage only. Bicycles are not permitted in the first floor lobby area at any time. Bicycles must be stored in the areas designated in the garages.
8. No one shall be permitted to loiter or play in the stairways, walkways, lobbies, Clubroom, Exercise Room, elevators or garage area.
9. Seasonal decorations between Thanksgiving and January 7th are permitted on balconies. No signs, advertisements, or illuminations shall be inscribed or exposed on or at any window, or other part of the building including the walkways or any common area.
10. No outside shades, awnings or window guards shall be used, except those put up or approved in advance by the Association.
11. No owner, lessee or guest shall interfere in any manner with any portion of the lighting, heating, air conditioning or other apparatus used for or upon the common areas and common elements.

12. Owners' names and signs are not permitted to be posted anywhere on the condominium property. The Association will specify and procure identification signs for use on the mailbox, directory and intercom panel.
13. Rugs, towels, blankets and other articles shall not be beaten or shaken in stairways, hallways, walkways, lanais, or on balconies. The car wash areas may be used for this purpose, provided the area is subsequently hosed down and left clean. Dust and litter shall not be swept from a condominium into any passageway or from any balcony or lanai.
14. Common areas, common elements and limited common elements shall not be used for the storage of furniture or other personal property. Hazardous or flammable materials may not be stored anywhere on the property.
15. Proper attire must be worn at all times (e.g. shoes, shirts, cover-ups) when outside the unit. Beach and swimming attire may be worn only with appropriate cover-up in the elevators and lobbies.
16. Grocery carts and luggage racks are available for the convenience of the residents not vendors. Immediately after use, the resident shall return them to the proper station located in the lower level garage elevator lobby. The unnumbered parking spot, located between spot numbers 103 and 105 in front of the compactor room on the lower level, may be used for the temporary loading and unloading of carts and racks by upper garage level owners when moving large items.
17. The exterminator who is under contract with the Association must be permitted entrance into each condominium by owners or occupants to insure adequate control of bugs and insects. The exterminator will be accompanied by association staff at all times when entrance is made during an owner's absence.
18. Eating, drinking and littering is prohibited in elevators, walkways and common areas, except that food and beverages are permitted in the Clubroom and bottled water is permitted in the Fitness Center.
19. Dry off before entering the building, as tile floors can be hazardous when wet! Footwear and cover-ups must be worn to and from the pool area at all times. Bare feet are strictly prohibited on walkways, in the elevators, lobby areas, Clubroom and Fitness Center.
20. The Association and staff are not available to let workers or decorators into your unit. Owners must make arrangements directly with work crews.
21. Scaling or cleaning fish in the common areas, particularly the car wash, is prohibited.
22. Unit owners may NOT adjust TEMPERATURE controls on pools and spas.
23. Keep your units secure; however, the Association must have reasonable access for repairs and immediate access for emergencies.
24. Owners who are absent for more than a few days, should turn off the unit's main water valve and unplug small appliances. Air conditioners should be set to run so as to maintain an interior air temperature of 78 degrees Fahrenheit, as per Florida Power and Light recommendation. Also, while owners are absent during hurricane season, all balcony furniture and items must be removed for safety reasons.
25. For clarification, the maintenance staff works for the Association; please do not ask them to perform work in your unit during normal working hours, except in an emergency. The Association does not warrant work performed for you by the maintenance staff.
26. With regard to written inquires filed pursuant to Section 718.112(2)(a)2, Florida Statutes, the Association will only respond to one (1) written inquiry per unit in any given 30-day period. If more than one (1) written inquiry is submitted by a unit owner during a 30-day period, the additional inquiry or inquiries will be responded to in the subsequent 30-day period, or periods as applicable. In order for a written inquiry to be considered, it must conform to all the requirements of Section 718.112(2)(a)2, Florida Statutes, it must be dated, and it must identify the author or authors of the written inquiry and their unit number or numbers. The aforementioned does not include the reviewing of normally generated Towers Grande documents.

27. Moving is only permitted Monday through Friday between the hours of 8:00 A.M. to 4:00 P.M. Excluding holidays. Moving and deliveries must be scheduled in advance with management. Only one elevator will be locked for moving or delivery purposes at a time. Moving or delivery companies must give management adequate prior notice in order to lock out one elevator during the prescribed hours. Moving or delivery companies need to be advised by unit owners that all items must be moved in or out during the hours and days specified above. Other times may be allowed, with special advance written permission by the Association, when there are special circumstances and when there will be only minor inconveniences to other owners and as long as there is an employee available to prepare the facilities. The owner must reimburse to the Association all costs it incurs associated with any off-hour moves. Any item that is large enough to touch the walls when it is placed or taken into the elevator is considered a delivery and must be scheduled in advance with management. This rule does not apply for the moving or delivery of single items, which do not require special control of elevators or garage doors. Under no circumstances will any moving or deliveries be permitted through the main lobby.
28. Any Unit Owner may request that the President consider placing an item on a Meeting Agenda. Any unit owner desiring to speak at meetings of the Board or meetings of the committees of the Association shall be entitled to do so with respect to all designated agenda items. An owner does not have the right to speak with respect to items not specifically designated, but may do so at the discretion of the Chair. No unit owner may exceed more than three (3) minutes with respect to any subject upon which the unit owner is recognized to speak. At the conclusion of his or her remarks, an owner shall refrain from further comments or remarks as a courtesy to the next speaker. The Chair of the Board or Committee may determine the timing to speak, i.e., such as before any agenda items are addressed by the board or committee members or as each agenda item comes before the Board or committee.

WALKWAYS, BALCONIES, LANAIS & WINDOWS

1. It is prohibited to throw cigarettes, cigars, or any other object from the walkways, balconies, lanais or windows.
2. It is prohibited to use walkways, windows, balconies, lanais, outdoor furniture and other common elements of the building to hang or dry garments, towels, bathing suits, rugs and other such items.
3. The use of charcoal, propane gas grills or any open flames is prohibited on balconies, lanais, in units or anywhere on property.
4. Washing down balconies, Lanai or windows with a water hose is permitted only during a rain shower, so as not to interrupt the enjoyment of those living below your Condominium Unit. Also, you may wash your balconies, Lanai or windows on the first and third Saturday of each month between the hours of 6:00 a.m. and 9:00 a.m. Please respect your down stairs neighbors.
5. WALKWAYS & BALCONIES SHALL NOT BE USED FOR STORAGE.
6. Children should never be left alone on a balcony and should be accompanied by an adult at all times when outside the unit.
7. Feeding birds from the balcony or anywhere on property is not permitted.
8. **The use of fire works from balconies or anywhere on the property is strictly prohibited.**

SECURITY

1. Lobby doors, garage doors and service entrance doors shall not be opened for unknown or unidentified persons. Do not allow such persons to follow you into the building. Advise strangers to call those they wish to visit on the intercom phone.
2. The Association must have a key to all Condominium Units for use in case of emergencies. Anyone changing a lock or adding a lock must supply a key to be kept in the key vault. Should it be necessary to enter the unit under emergency conditions, the cost of forced entry, if no key is available, will be the responsibility of the owner any damages related there too.
3. All food deliveries must be met at the lobby front door.

GUESTS AND LESSEES

1. **OWNERS OR RENTAL AGENCIES MUST PRESENT A COPY OF THE RENTAL OR LEASE AGREEMENT TO MANAGEMENT DURING NORMAL BUSINESS HOURS PRIOR TO OCCUPANCY OF THE UNIT.**
2. Minimum lease will be for not less than two weeks. The Management and Board of Directors must be notified of the names of the lessees and provided a copy of the lease. The lease must include the following: a) Minimum two-week rental period; b) Maximum of eight overnight guests.
3. All tenants and guests must register themselves and their vehicles with the Management. Owners are responsible for the actions, behavior and any damage caused by their tenants or guests to any of the common areas or common elements. It is the owner's responsibility to make sure that their tenants or guests are aware of ALL the Rules and Regulations.
4. Any one refusing to identify him/herself, and his/her unit number, upon request by the Association Management, Board Member or committee member will be considered a trespasser and escorted off the property by proper authorities.
5. **A.** To prevent any prejudice or misunderstanding that could cause economic harm to members of the general public who, in many instances travel great distances to stay at this condominium, and thereby to better shield and protect both the Association and the members from potential but unnecessary liability, and to prevent the perpetration of fraud and deception on the general public and the Association, any member publishing or permitting or causing another to publish an advertisement offering a unit in this condominium for rental must include in such advertisement the following text, shown in a conspicuous typeface consisting of all capitals and boldface type, and located immediately adjacent to the portion of the advertisement where rental rates and where dates of availability are indicated the following statement or its substantial equivalent

NOTE: THE DECLARATION OF CONDOMINIUM OF TOWERS GRANDE REQUIRES A TWO (2) WEEK MINIMUM LEASE. NO UNIT MAY BE LEASED FOR A TERM OF LESS THAN TWO (2) WEEKS. ALSO, NOT MORE THAN EIGHT (8) PERSONS MAY OCCUPY A UNIT AT ONE TIME. THESE RESTRICTIONS ARE STRICTLY ENFORCED.

B. Where such advertisement is posted on the Internet, there shall also be placed immediately after the foregoing text a hypertext link to the website of the Association, which at this time is <http://towersgrandeds.com>, together with the following additional statement which shall be at least as conspicuous as the foregoing text:

PLEASE CONSULT THE WEBSITE FOR TOWERS GRANDE CONDOMINIUM ASSOCIATION FOR IMPORTANT INFORMATION ABOUT THE RESTRICTIONS IMPOSED ON RESIDENCY IN THE CONDOMINIUM, INCLUDING OCCUPANCY LIMITATIONS AND PARKING.

TRASH AND GARBAGE

1. All REFUSE going into the trash chute **MUST BE BAGGED** in plastic and **TIED SECURELY**.
2. The following items **SHALL NOT** be placed in the trash chute but in the Recycle bins in the Trash Room in the Lower Garage:
 - a. Cardboard cartons, including pizza boxes (must be broken down)
 - b. Newspapers
 - c. Glass and plastic bottles
3. The following items **SHALL NOT** be placed in the trash chute but placed and neatly stacked by the interior Garage Dumpster:
 - a. Cartons, cardboard
 - b. Wooden boxes or crates
 - c. Packing material
 - d. Paint or hazardous material
 - d. Plants or Wood

4. The trash chute must not be used between the hours of 11:00 p.m. and 8:00 a.m. for the consideration of others.

PETS

1. Pets include dogs, cats, fish aquariums and birds. They are limited to the interior confines of the unit unless accompanied by the unit owner. Pets shall be leashed or carried when in the common areas.
2. A maximum of two pets (except fish) are allowed and no pet may weigh more than 30 pounds. The demeanor and breed of the dog must be appropriate to condominium living. A list of ineligible dog breeds is on file at the association office.
3. Dogs are prohibited on all leases under 6 months, unless otherwise required by law. Visitors are not permitted to bring non-service dogs into the building. Children and parents of unit owners are permitted to bring their pet provided the unit owner is present during their visit and all other pet rules are followed. A unit owner who rents his or her unit for over six months can restrict lessees from bringing dogs to the unit while renting. At no time will more than two pets be allowed in a unit.
4. Any pet leaving a condominium unit shall be adequately contained or leashed while in the common areas.
5. Pets may only be walked outside of the fence line west of the sidewalk, on the grassy areas on the north side of the building, or on the strip between the seawall and pool deck.
6. Pet owners are required by law to clean up after their pets. Fines will be levied.
7. No pet is allowed at the pool area or south side of building by beach entrance.
8. No pet shall be bred or maintained for commercial use.
9. Pets must have required immunization and vaccination shots as recommended by the American Veterinary Association. All pets must be registered and have a copy of the vaccination certificate filed with the association office prior to arrival.
10. Any pet which creates a nuisance to residents must be removed.

POOL AND HOT TUB

1. Rules for use of the pools and the pool area are posted and will be enforced by the Association Management, its representatives or by the owners.
2. Pool hours: 8:00 a.m. to 10:00 p.m. strictly enforced.
3. Any owners, guests of owners or tenants using the pools between the hours of 12:00 midnight and 5:00 A.M. in the morning will be subject to being fined \$100.00 per person without notice and may be subject to arrest for trespass.
4. Pool may be used only by owners and lessees in residence and their guests.
5. **No lifeguard is on duty. Use the pool at your own risk.**
6. Children and the infirm must be supervised by an adult (18 years of age or older) who is physically capable and emotionally mature enough to render meaningful assistance at all times.
7. Owners are responsible for the conduct and safety of their families and guests at all times while using the pool/hot tub.
8. Children who are not toilet trained and/or wear diapers and adults who are incontinent must wear ecology type garments (protective pants).
9. The spa is not a swimming pool or kiddie pool. Children under 12 years old are not permitted in the spa. CAUTION: water temperature is maintained at 104 degrees.
10. Admittance to the swimming pools/hot tubs shall be refused to all persons with medical conditions that might cause a concern to other people such as infections, inflamed eyes, open sores or wearing bandages.
11. Sand, tar and oil must be removed before entering the pool and/or building.
12. You must dry off before entering the building. Lobby tile is hazardous when wet.

13. Breakable containers are not permitted in the pool or spa area. As per the Health Department, Food and Beverages are not permitted within four feet of pools or spas. The use of all tobacco products is prohibited in pool area and upper pool deck.
14. Diving, running, rough play or throwing any objects (i.e., Frisbee's, Balls, etc.) is not permitted.
15. Floats, boogie boards and toys are not allowed in the pool or pool area. Fun noodles, life vests and baby security floaties are permitted.
16. Animals are not allowed in the pool or pool area.
17. Only bathing suits are to be worn in the pool and spa.
18. Radios must be maintained at a low volume so as not to disturb others and must be battery operated. Personal headsets are preferred.
19. Furniture shall not be removed from pool area. Furniture is not permitted within 4 feet of pool and spas. All furniture must be replaced to its original position.
20. Cover chairs and lounges with towels or cloth when sunbathing.
21. Pool furniture cannot be reserved by placing towels or other objects on it, except when you are in the pool.
22. All pool gates must be locked at all times.
23. No one, at any time, may climb or jump over a fence on community grounds.
24. Only AUTHORIZED personnel can adjust pool or hot tub thermostats and controls. Unit owners, guests and visitors tampering with controls at the pool (other than the timer of the hot tub) are specifically prohibited. Contact Association for temperature adjustment.
25. All beach chairs, umbrellas, surfboards, floats, boogie boards, etc. must be brought through the lower level garage.

SMOKING POLICY

1. For the purposes of this regulation, "smoking" is defined as holding or using lighted tobacco products of any kind including without limitation, cigarettes cigars and pipes.
2. Smoking is prohibited in all interior common areas as per the Florida Clean Indoor Act (Part II of Chapter 386, Fla. Stat.) effective 10/1/92.
3. **Smoking is not permitted inside the building (including clubroom), except inside condominium units and on their balconies.** No smoking or consumption of tobacco products is permitted outside of the units, including without limitation on the common areas, walkways, elevators, parking garages, pool area and upper pool deck.

CLUBROOM

1. Each owner is responsible for any damage done to any portion of the Condominium Property, including without limitation, the Club Areas, by guests, tenants, family members, pets, employees, agents or commercial companies that are present at the request or invitation or with the consent of the unit owner. The owner will be responsible for all repair/replacement cost.
2. Proper attire is required in the Clubroom. This includes shirts and shoes. Swimwear, bare feet and beach towels are not allowed. Pets are not permitted at any time except to the extent required by law.
3. Children under 16 must be chaperoned by an adult (18 years of age or older)– no exceptions.
4. The Clubroom is only open between 8:00 A.M. and midnight.
5. Users of the Clubroom must clean up after their use, remove all food and drink, containers and other trash, replace furniture to its original position, turn off the lights upon departure.
6. If Kitchen is used, it must be cleaned and all appliances turned off and the kitchen door locked upon departure. Bathrooms must also be left to their original clean condition.

7. Pool table equipment is to be handled with care and replaced on the wall rack. All minors must be strictly supervised by a responsible adult when using the pool table so as to prevent damage to the equipment.
8. If the television is used, the user must turn it off when finished and replace the remote control on the table.
9. Decorations should be limited to those items that do not damage the finish of the ceiling or walls.
10. All clubroom activities and parties are to conclude by 12:00 midnight.
11. Private functions are allowed. See Clubroom Reservation Policy for reservation of clubroom.
12. Only invited guests will be permitted entrance to Clubroom when an approved private function is in progress and an approved sign has been posted on the door.

FITNESS CLUB (EXERCISE ROOM)

1. Each owner is responsible for any damage done to any portion of the Condominium Property, including without limitation, the Fitness Club by guests, tenants, family members, employees, agents or commercial companies that are present at the request or invitation or with the consent of the unit owner. The owner will be responsible for all repair/replacement cost.
2. Exercise equipment cannot be used with wet bathing suit--no exceptions.
3. Towels are to be placed on equipment.
4. No one under 12 is permitted in the Fitness Club at any time. All minors must be strictly supervised by a responsible adult when using the exercise equipment.
5. Use of exercise equipment is at your own risk.
6. No radios or other audio devices (except that which has been provided in the facility) are permitted. Personal headsets are acceptable.
7. All weights must be returned to the appropriate rack when not in use.
8. Wipe down equipment when finished.
9. Report damaged or inoperable equipment immediately to the Property Manager.
10. All lights, fans and television must be turned off and door must be locked upon leaving.
11. No food or beverage is allowed except bottled water.
12. The Fitness Club is open for use from 6 am to midnight.

GARAGE AND PARKING

1. All Towers Grande parking lots and garages comprise an officially authorized TOW AWAY ZONE. The following rules are strictly enforced and MUST be adhered to at all times:
2. **PARKED VEHICLES MUST BE REGISTERED AT THE ASSOCIATION OFFICE OR THEY SHALL BE TOWED AT THE EXPENSE OF THE VEHICLE OWNER!!**
3. Towers Grande unit owners, their guests and tenants may park inside a garage, but must park ONLY in their assigned space. All garage parking spaces are ASSIGNED. However, owners may make their space available to other vehicles registered with the Association, provided the written authorization of the owner of the assigned space is filed with the office.
4. Vehicles must be parked in-between designated parking space lines and must be pulled fully into the space either contacting or just short of the tire stop. Vehicles so wide as to require more than one parking space or so long as to encroach upon another parking space or upon the driving corridors are not allowed to park in the garage. Such vehicles must be parked outside.
5. Parking Decals shall be permanently affixed to the lower left corner inside the front windshield. Temporary Parking Permits must be displayed on the rear view mirror. ~~And~~ Off-hours Permit forms, obtained on the wall next to the Association Office, shall be clearly displayed on the vehicle dashboard.

6. Off-hours Parking forms may be obtained outside the Association office. The form must be replaced by an Association issued Temporary Parking Permit within two hours following the beginning of normal Association business hours. Prior notice of all rentals must be given to the Association management office prior to the arrival date to permit preparation for registration purposes.
7. No commercial vehicles, boats or trailers of any kind shall be parked in any parking space or be permitted to ENTER a garage or courtyard. The prohibition on parking shall not apply to the temporary outside parking of trucks and commercial vehicles on site for pick-up and delivery in the loading zones. Unloading of trailers will be permitted in designated loading zones. Trailers must be removed from the condominium property immediately upon the conclusion of loading or unloading. Any trailers left on property will be towed without further notice.
8. Vehicles with commercial advertisements or with commercial equipment will not be registered or permitted for overnight parking.
9. Moving and delivery vans may park ONLY for the purpose of loading or unloading in the designated areas adjacent to the lower level garage entrance doors on the north and south side of the building. All moving and delivery vans must register with the Association and must depart immediately upon the conclusion of loading or unloading.
10. Unit owners, guests and tenants may use the unnumbered parking space located in the lower level garage between space numbers 103 and 105 for the purpose of loading or unloading a vehicle already registered with the Association. The vehicle must be immediately moved as soon as loading or unloading has been completed. This should not be more than one (60 minutes) hour.
11. Storage of any kind - except the parking of an operational private non-commercial passenger motor vehicle - is prohibited in ANY parking space or anywhere inside a garage. Bicycles may be parked only in Association provided racks. Bicycles must be registered with the corresponding rack number at the association office.
12. Car repairs, oil changes and refueling are strictly prohibited in garages or anywhere else on Association property. However, hot jump starts ARE allowed in the case of dead batteries.
13. ALL parked vehicles require a Permanent Parking Decal, a Temporary Parking Permit or an Off-hours Permit.
14. Washing and cleaning of registered motor vehicles are permitted only in the designated areas adjacent to lower level garage entrance doors on the north and south side of the building.
15. Motorcycles must be parked only in a designated parking space, not to exceed two (2) motorcycles per parking space.
16. Skateboarding, rollerblading, and bike riding are prohibited in the garage area or anywhere on property.
17. The owner of any inoperable/junk vehicle on Towers Grande premises will be given a two week notice to remove the vehicle. If it is not removed by the end of the two week period, the vehicle may be towed by the majority vote of the board.
18. No loading or unloading is allowed at any time in any area of the courtyard.
19. Only custom fit vehicle covers are allowed on parked vehicles.
20. Any vehicles leaking oil or other fluids must be removed from the Towers Grande property immediately; including from assigned parking spaces. Cleaning fees will be levied to the unit owner.

TOWERS GRANDE RULES VIOLATION PROCESS

The Association may levy fines in accordance with Florida Statutes Section 718.303(3) or its successor and the Bylaws of the Association. The process for the levy of a fine shall be pursuant to Florida law and the Florida Administrative Code, as amended from time to time, and in accordance with such additional requirements as may be established by the Board of Directors to the extent not inconsistent with the requirements of law.