

**THE  
ADMIRAL OWNERS'  
ASSOCIATION, INC.**

**RULES &  
REGULATIONS**

Revised: 8/24/22

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## **GENERAL PROVISIONS**

The RULES have been adopted by the Board of Directors (BOARD), of THE ADMIRAL OWNERS' ASSOCIATION, INC. (ASSOCIATION) in accordance with the Condominium Documents and Bylaws, which remain as the primary governing documents. The RULES help ensure that the safety, security and quality of life will be maintained for all RESIDENTS (OWNERS and RENTERS). Some of these RULES are included to comply with fire code, insurance requirements and Local and State laws. The BOARD may adopt and implement additions, deletions and revisions to the RULES as deemed necessary.

RESIDENTS and guests shall comply with all RULES. OWNERS are responsible for their guests and renters complying with ALL ASSOCIATION rules, and RENTERS for their guests. Failure to comply may increase liability in the event of any loss, damage, accident or death. **If you observe violations please advise whomever in a friendly helpful manner. Please also inform the Manager.**

## **RULE VIOLATIONS**

The ASSOCIATION amended its Bylaws as of March 9, 1995 by adding section:

"7.9 Fine For Non-Compliance. The ASSOCIATION may levy reasonable fines against unit OWNER(S) for the failure of the OWNER of the units, or its occupant, licensee or invitee, to comply with any provision of the Declaration, the ASSOCIATION Bylaws, or reasonable rules of the ASSOCIATION. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate, exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit OWNER and if applicable, its licensee or invitee. The hearing must be held before a Committee of other unit OWNERS. If the Committee does not agree with the fine, the fine may not be levied."

The BOARD shall appoint a committee of at least three (3) unit OWNERS to serve as the committee described within 7.9 of the Bylaws.

Any conclusions of the committee, to either confirm or reject any levy, require a simple majority. A minimum of three committee members will constitute a quorum.

## **ADVERTISING**

The Admiral Building is a Residential Condominium. Business or Commercial activity that intrudes on the Residential character of the building or on the rights of the RESIDENTS is strictly prohibited.

Soliciting for any purpose is prohibited on ASSOCIATION property.

Signs, notices or advertising are prohibited on ASSOCIATION property except on the ASSOCIATION bulletin board after receiving Management approval. Signs dealing with the ASSOCIATION business and activities may also be placed in the elevator bulletin boards by Management.

OPEN HOUSES, estate or "garage" sales for the purpose of renting or sale of property (real or personal) are strictly prohibited.

### **OFFICE HOURS**

ASSOCIATION office hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. All items related to ASSOCIATION business should be presented to and reviewed by the Manager and/or the BOARD for appropriate action.

### **EMPLOYEE DUTIES**

All Employees are prohibited from performing any work for RESIDENTS or visitors except in an extreme emergency.

### **SECURITY**

All RESIDENTS, overnight guests and visitors, must sign the Lobby Log Book when arriving and when leaving.

The Admiral Manager must be notified of planned occupancy arrival and departure dates of any RESIDENT irrespective of the length of stay.

The names of any guests, including family members, allowed to use an OWNER'S unit when the OWNER is not present, must be on file in the Admiral Office. The OWNER is responsible to notify the Manager prior to the arrival of such guests. The OWNER should provide keys and garage door openers to these guests. The ASSOCIATION will NOT provide them.

The Manager must be informed a minimum of 24 hours in advance of any scheduled service and/or expected deliveries.

The ASSOCIATION and its employees will not be responsible for any loss or damage resulting from admissions authorized by a RESIDENT or visitor.

### **OCCUPANCY LIMITATION**

The total number of people allowed to occupy a unit overnight, or to use ASSOCIATION facilities is limited to six (6) persons per two bedroom unit and eight (8) persons per three bedroom unit.

### **NOISE**

No act will be done, nor will any activities be carried on, in or on any portion of the ASSOCIATION property or in a unit, including without limitation, the playing of musical instruments, TV, radio or audio equipment, noisy or loud vehicles, fireworks or the creation of any other noises which would constitute a nuisance or which would reasonably disturb any person.

## **PETS**

Pets are NOT allowed to reside in or visit the Admiral building or occupy ASSOCIATION property, except to the extent required by law

## **SERVICE/EMOTIONAL SUPPORT ANIMAL APPROVAL PROCESS**

A RESIDENT seeking the approval of a service or emotional support animal must do so to the Association's Board of Directors prior to arriving to the Association with the animal. Policies and Procedures for doing so are available from the Association's office.

## **ACCESS TO UNITS**

The BOARD or their agents must have access to all units in case of emergency and to provide certain maintenance and repairs. Three duplicate keys must be provided to the Admiral Office by all OWNERS.

## **WEST BALCONIES**

All West balconies provide fire and emergency access to the stairwells and other elevators if needed. RESIDENTS must allow for unrestricted passage across this balcony and not in any way restrict the operation of the passageway doors.

WEST BALCONY DOORS TO STAIRWELL IN STACKS 1 AND 6: Locks may be installed on these doors only with board approved style lock. Per the Fire Department doors cannot be locked from the inside. A person must be able to exit the balcony by simply turning the lever allowing door to open. No deadbolt type locks allowed. The office must have a copy of the key on file in the office. The owner will be responsible for any and all costs associated with installing and maintaining these locks.

## **EMERGENCY NOTIFICATION**

RESIDENTS must provide the ASSOCIATION with the following information, which must be kept up to date. All changes to this information must be done in writing to the Admiral Office.

1. Current address, phone number and email address if available
2. Name, address and phone number, email address if available of two contacts for use in emergencies, if RESIDENT cannot be reached.
3. Name and phone number of person who takes care of unit when RESIDENT is absent, if applicable.

## **MAINTENANCE EMERGENCIES**

Emergencies requiring service (such as plumbing, electrical, air conditioning) in occupied units must be taken care of by the RESIDENTS of the unit. It is their responsibility to call appropriate service providers.

Main water valve and hot water heater must be turned off during absences of twenty-four (24) hours or more.

Working water alarms must be in use at every sink, washer, water heater and air conditioner.

All water heater tanks must be replaced when they reach ten (10) years of age.

## **GARBAGE DISPOSAL**

Do not put the following items down the garbage disposal: stringy, fibrous waste, bones, banana peels, corn husks, onion skins, celery, bean pods, artichoke leaves, carrots, rice, pasta, coffee grinds or grease. After grinding food, flush with a decent amount of water to clean out the drains.

## **FIRES**

Fire alarms will sound on the floor that sent the signal and on the floors above and below. Elevators will become inoperable at the lobby floor.

### **IN EVENT OF FIRE ALARM SOUNDING:**

1. Close all doors, sliding glass doors and windows.
2. When evacuating your unit use the West balcony to access the North or South stairwells.
3. Once in the stairwell, stay calm, carefully descend the stairs. Announcements should be able to be heard in the stairwells. The stairwells exit at the parking deck. Announcements will be made when it is safe to re-enter the building.
4. Anyone needing special assistance or anyone believing they or their unit is in danger should contact 911 emergency personnel.

## **HURRICANE AND TORNADO PROCEDURES**

1. Listen to the local radio or TV weather station for updates.
2. Remove all items, chairs, tables, etc., from all balconies without perimeter shutters. It is strongly recommended that if you are absent during hurricane season, you also remove all items from the west balcony.
3. Do not put anything in trash chute hallways, trash chute rooms or electrical access rooms.
4. Close and properly secure and lock ALL storm shutters.
5. Close and lock ALL doors, sliding glass doors and windows.
6. Take shelter in an interior hallway or bathroom. Stay away from windows.

## **ATTIRE**

Proper attire is required at all times. Shirts or cover-ups and shoes are required in all interior common areas (including the Lanai and North patio), except in the tiled area of the pool area restrooms.

## **SMOKING**

No smoking is permitted in any of the interior common areas. If OWNER permits, smoking is only permitted in their unit and on their balconies.

## **BALCONY CLEANING**

The dripping or draining of water or anything else to units below is prohibited. Using hoses or large amounts of water is prohibited.

## **ASSOCIATION COMMON AREAS**

Common areas shall not be used for commercial purposes. All the facilities are for the use and enjoyment of RESIDENTS and their guests who are in residence in the Admiral building.

Building events, open to all RESIDENTS, will receive priority in scheduling. Reservations must be made in advance and approved by the Manager for any scheduled event, activity or class using any common area or ASSOCIATION facility. All scheduled events will be posted on the bulletin board. Clean up is the responsibility of the person(s) reserving the area.

No function will be approved that exceeds the occupancy limits of the area.

Use of skateboards, rollerblades, skates, unicycles, tricycles, quadricycles, hover boards, segways, go-carts or any unlicensed vehicles are prohibited on ASSOCIATION property, except wheelchairs where medically required.

Bicycles (non-motorized) are the only unlicensed mode of transport permitted on ASSOCIATION property. Bicycles must only exit and enter the building at the garage level, and use the driveways and garage to go to and from A1A and the building, NOT as a bicycle riding "track" or area. Bicycles are prohibited on the parking deck and lobby level (including the pool deck and patios) and from being ridden anywhere inside the building. Bicycles must be stored either inside one's unit, one's assigned garage level storage locker or if space available, in the designated bike storage room.

Storage is strictly prohibited at all times in the trash chute hallways, trash chute rooms and electrical access rooms.

Any damage to ASSOCIATION property will be the responsibility of the RESIDENT.

RESIDENTS are always to cooperate by leaving common areas neat, clean, orderly and ready for the next person to use.

Drones are prohibited from being operated from or on the Admiral property.

## **PRIVATE EVENTS**

Private events are defined as events that are not open to the residents of the building and where there is exclusive use of one or more areas.



Private events are prohibited at the swimming/hot tub pool area.

Private events may be held in any of the “social gathering” areas, (library, media, billiard or social rooms, the lanai or the North terrace).

1. A fee of \$150.00 will be charged for use of the space.
  2. A \$250.00 security deposit is required. This will be returned if the area(s) is left in good condition.
  3. A Hold Harmless form, signed by the RESIDENT sponsoring the event, is required.
  4. If an outside caterer is used, the ASSOCIATION will require proof of liability insurance from the caterer.
  5. The area(s) cannot be set up the day before, and must be cleaned up immediately after.
  6. Space must be reserved 30 days in advance.
- The Board has to approve all applications.

## **GRILLING**

Grilling, cooking or barbecuing is prohibited on any unit balconies. Gas grills are provided in an area designated by the Board of Directors and must not be moved from the area. Do not leave grill unattended when lit. Clean grill after use and shut off main gas valve at the tank. RESIDENTS are to always cooperate by leaving common areas neat, clean, orderly and ready for the next person to use.

## **SWIMMING POOL AND HOT TUB**

1. Users of pool/hot tub do so at their OWN RISK. There are **NO** lifeguards.
2. **Diving into the pool is strictly prohibited.**
3. Hours are 6:00 A.M. to 11:00 P.M.
4. Proper pool attire must be worn at all times.
5. Showers must be taken before entering the pool or hot tub.
6. When returning to the pool area from the beach, shower or hose off all sand at the dune walk rinse station. Tar must be removed; supplies are provided in the black box on the dune walkway to the beach.
7. Washing sand and salt from any items (beach chairs, shells, swim aids, etc.) must be done at the dune walk rinse area, never in any water fountain, sink or interior shower.
8. Diaper dependent persons must wear waterproof pants in the pool or hot tub.
9. Children under twelve are prohibited from using the hot tub, this includes sitting on the steps or on the sidewall.
10. Children under twelve must be accompanied by an adult at all times when in the pool or at the pool area.
11. Glass or other breakable items are strictly prohibited in the entire pool, hot tub, adjoining patios and sun sheltered areas.
12. Food is to be kept and consumed at the tables in the sun sheltered areas. Beverages outside of this area except water must be in sealed spill proof non breakable containers. Under NO

circumstances is food or beverages permitted in or within four (4) feet of the pool or hot tub, per the FL State Health Department.

13. Trash must be placed in the designated containers. ALL trash with food content must be returned to your unit for proper disposal. (This is to avoid attracting bugs, pests, raccoons, vermin, etc. to the outdoor area).
14. Lounges and chairs must be covered with towels or other coverings when used.
15. Hot tub timer must be turned off after use.
16. Playing games, throwing balls, running, shouting, radios etc., without earphones, and anything else that disturbs the enjoyment of others is prohibited.
17. All devices other than life preservers, noodles, swimmies and swim aids are prohibited in the pool/hot tub.
18. When leaving pool/hot tub area for the day, please return lounges and chairs to their original location take all personal belongings and leave the area neat, clean, orderly and ready for the next person to use.
19. When returning to the building, keep all interior floors dry. **Dry off - NO dripping.**

#### **FITNESS CENTER**

1. Children under 16 are prohibited from being in this facility, resident minors ages 12 to 15 may use the gym with a parent present. No exceptions.
2. Dry off and clean equipment after use.
3. Play T.V. at a reasonable volume, respectful of others.
4. Food and beverages, except for bottled or sealed water, are prohibited.
5. Hours of use are 6:00 A.M. to 10:00 P.M.

#### **BILLARD ROOM**

1. Children under 16 must be accompanied by an adult.
2. Use equipment in proper manner and replace it when finished.
3. Dry snacks such as chips, pretzels, may be served only on the high top tables.. Beverages must be in non-breakable containers, and remain in high top area
4. Hours of use are 6:00 A.M. to 10:00 P.M.

#### **PARKING AND GARAGE**

Limited common elements include interior parking spaces and exterior parking areas.

1. Each OWNER is assigned ONE parking space in the garage as provided in the Condominium Documents. Only RESIDENT registered vehicles are permitted to park in garage assigned spots.
2. Vehicles are to be parked front first in all parking places. **RESIDENTS must have written permission filed in the Office to use another RESIDENT'S parking place in the garage.** No motorcycles, motorbikes, boats, trailers, campers, off road vehicles, tractors, trucks over ¾ ton or other commercial vehicles or unlicensed vehicles may be parked in the garage or on the parking deck.

3. Vehicles in violation will be towed at the vehicle owner's expense.
6. Playing in the garage or on the parking deck is prohibited.
7. The ASSOCIATION assumes no liability or responsibility for vehicles driven or parked on ASSOCIATION property.
8. Damage done to any property including ASSOCIATION property by use of any vehicle or by any other means must be reported to the Manager. Cost for repairs or replacement will be the obligation of the party causing the damage.
9. **Nothing shall be stored on or in any parking spaces, aprons, roadways or driveways.** Trash or debris may not be allowed to accumulate in any of these areas. It is the responsibility of RESIDENTS to clean up any trash or debris which they contributed.
10. Residential parking is not permitted at the North service driveway or parking area. Standing only for loading and unloading. Commercial parking is not permitted at the North end of building (service entrance) or along the service driveway before 8 A.M. or after 4 P.M. Monday - Friday or on weekends.
11. For everyone's safety and to minimize the risk of accidents, traffic in the garage is one-way (counter clock wise) as indicated by the arrows.

#### **CAR RINSE AND WASH HOSE AREA**

The car rinse in the north service drive is activated by your garage door remote. Use caution going through the rinse. Users do so at their OWN RISK and are responsible for any damage or loss.

Hand washing of an automobile is only permitted in the area designated with the hose in north service drive. Hours are 9:00 A.M. to 4:00 P.M.

#### **STORAGE LOCKERS**

All items stored in lockers are the sole responsibility of the user. The ASSOCIATION assumes NO responsibility for damages to or loss from items in a locker. If for any reason stored items are damaged and must be removed and disposed of from lockers, RESIDENTS will be notified and must make arrangement for clean-up. If RESIDENT is not able to have locker cleaned, the ASSOCIATION will supervise or do the clean-up and bill the OWNER the applicable, appropriate amount for the service. The ASSOCIATION will not be responsible for any loss or damage resulting in the clean-up.

**NO** flammable or explosive materials or fire arms are permitted, including but not limited to, oil base paint, thinners, gasoline, spray cans, chlorine products, household cleaners, fertilizers, batteries, etc.

No cardboard boxes are allowed below 12" in the storage lockers.

#### **BICYCLE STORAGE**

1. This area is not to be used for storing personal property, except approved bicycles properly identified, with unit number and name.

2. Approved bicycles are those where the owner has registered with the Office and pre-paid the annual charge of \$50.00.
3. There is a maximum of 30 spaces in the room and once full no further bicycles can be stored there, any unauthorized bicycles found in the room will be removed.
4. Association is not responsible for any damage to or loss of bicycles stored in the room.

#### **DELIVERIES, MOVING, CONSTRUCTION, SERVICE WORKERS**

RESIDENTS are responsible for and must supervise or have another RESIDENT supervise all deliveries, moving, construction and service workers. RESIDENT will be responsible for any damage to ASSOCIATION property caused by these workers. **RESIDENTS doing work themselves must also adhere to the following rules:**

1. Elevator pads must be used for all items coming in or out. Pads must be ordered from Office at least 24 hours before needed.
2. ASSOCIATION grocery and luggage carts are for these specific purposes only and are not to be used for other purposes. They are for the exclusive use of RESIDENTS and guests and always to be promptly returned to their designated storage area.
3. Unless there is an extreme emergency, all deliveries, moving, construction and service work, whether done by outside contractors or by RESIDENTS themselves, must be done Monday through Friday between 8:00 A.M. and 4:00 P.M. only. Weekend and holiday work is prohibited except in extreme emergencies.
4. Entry to the building for these purposes shall be from the North service entrance only and those entering must, without exception, sign in and out, at the office.
5. Keys to units will not be given out unless written permission, including either by fax or email, is filed with the Office.
6. RESIDENTS and contractors must make their own arrangements for disposal of all debris. Garbage dumpsters are not to be used.
7. The ASSOCIATION will not be responsible for supervising or for any loss or damage resulting from authorized admissions by a RESIDENT or guest of a unit.

#### **RENOVATIONS TO UNITS**

To protect the structural integrity of the building and reduce the risk of fire, water and structural damage to ASSOCIATION property, your unit and/or other units, caused by non-compliant workmanship, the following are the rules for updating and renovating units.

Under NO circumstance can any change, removal, or replacement be made to any common element supply or discharge pipe(s), plumbing, electrical, fire protection systems, wiring or insulation within any wall, ceiling, or floor.

At least 30 days prior to commencing work, OWNERS must supply a letter and completed contractor form to the building Manager detailing planned renovations, contractor(s) information including name,

license number, certificate of insurance and supply a copy of all appropriate permits, including upon completion, a copy of any inspection reports.

All **FLOORING** in a unit must be cushioned with sound insulation so as not to disturb or interfere with the privacy of other unit OWNERS. Minimum requirements for both soft and hard surface flooring are available from the Office.

**Exterior doors, windows or shutters:** Replacement must meet or exceed the current applicable building code(s) and be approved by Management. They must be installed according to current code by a qualified licensed insured contractor. Plans and permits along with a certificate of insurance are required to be provided to Management.

**Door and window** replacement:

All installations must meet Fire and Building Code Compliance for St. Lucie County.

Must maintain the exterior look of the existing frame design, including the bronze color of the exterior frame.

Per the Declaration sections 8.6 and 8.7 all door and window replacements will be with Impact doors / windows: All installations must meet these guidelines: Must meet turtle code. Glass color to be Grey. Glass thickness to be 9/16". Panel configuration must remain the same unless code won't allow, in which case approval must be obtained by the board and be in configuration with other units in the building.

Door / window replacements must employ drills with cement bits and circuit breakers on both the ceilings and floors to avoid damaging post tension cables. Scanning to locate post tension cables is optional.

**Shutter** replacement must be of a similar color and, to the extent code permits, of the same accordion design. Additional information is available from the Office and County.

Interior painting, decoration and/or replacement of appliances, shall NOT be considered renovations.

Contractors and/or RESIDENTS are responsible for any damage done to ASSOCIATION property and/or other units during construction.

**PLEASE NOTE:** The Admiral is a post tension cable building. If you plan to move walls, or install anything new in the floor or ceiling, you must properly locate the cables, using x-ray scanning technology, prior to installing new fasteners into the floor or ceiling. You cannot rely on "as built" drawings.

#### **ALTERATIONS TO OUTSIDE OF BUILDING**

1. Alterations to outside Unit walls, windows, railings, floorings and balconies are prohibited.
2. Sun filters on the inside of windows must be non-reflective.
3. Awnings, projections, screening or closing in the balconies are prohibited.

4. Hanging anything from balcony railings including holiday decorations, decorative flags, windsocks, artifacts, towels, blankets etc. is prohibited.
5. No bicycles, surfboards or paddle boards are permitted to be stored on any balcony.

## **HURRICANE PROTECTION**

The Condominium Documents require that all units be equipped with Hurricane protection. This is to meet all the latest code requirements, including Miami-Dade County, St. Lucie County and State. Installation must be permitted by St. Lucie County and conform to ASSOCIATION Bylaws, Documents, Admiral Building installation codes and these rules. **Shutters** must be of a similar color and to the extent code permits of the same accordion design. Additional information is available at the Office and County.

## **PREPARING FOR ABSENCES**

**If the unit is to be unoccupied for more than three days the RESIDENT or visitor must:**

Remove all items, chairs, tables, etc. from all balconies without perimeter shutters. It is strongly recommended that if you are absent for any length of time during hurricane season, you also remove all items from the East balcony.

1. Not place anything in the trash chute hallways, trash chute rooms and electrical access rooms.
2. Close and lock ALL storm shutters.
3. Close and lock ALL exterior sliders, doors and windows.
4. Shut off the main water valve and hot water heater with absences of 24 hours or more.
5. Sign out of the lobby log book.
6. Leave a key to any vehicles remaining on ASSOCIATION property at the Office. Any vehicle that has to be towed will be done so at owner's expense.
7. Inform Management of any scheduled service and/or expected deliveries while away.

## **PEST CONTROL**

Spraying for pest control occurs on an annual basis and is mandatory in all units and common areas of the building. If you require additional pest control, please advise management.

## SALES AND RENTALS

The following shall apply to the leasing and transfer of ownership of Units:

1. General Provisions

(A) Application Form. The Association is vested with the authority to prescribe an application form as may require a specific personal, social, financial and other data related to the intended lessee, purchaser, and occupants, and relating to the “new owners” in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, lessee, occupants or “new owners” within the time limits extended to the Association for that purpose. The application shall be complete and submitted to the Association along with and as integral part of the notice of intended transfer.

(B) Transfer Fee. The Board is empowered to charge a fee of \$150 in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. So long as and only so long as prohibited by law at that time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

(C) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.

(D) Exception for Institutional Mortgagees. An institutional mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an owner as a result of a foreclosure sale of a mortgage held by an institutional mortgagee, shall be exempt from the requirements below. However, this subsection shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in non-compliance with the provisions of the Association documents and rules and regulations of the Association; nor shall the grantee (other than another institutional mortgagee) of the foregoing be exempt from the requirements below.

(E) Special Remedy. All leases shall be deemed to contain the remedy and procedures of the Association as provided herein.

2. Transfer of Ownership of Units. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions:

- i. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board;
- ii. Devise or Inheritance. If an Owner acquires his title by devise or inheritance, his or her right to occupy or use the Unit shall be subject to the approval of the Board.
- iii. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections 1 or 2, that person shall have no right to occupy or use the Unit before being approved by the Board under the procedures outlined below;
- iv. Notice to Association – Sale or Gift. An Owner intending to make a sale or gift of his Unit, or any interest in the Unit, shall give to the Board or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser or donee and his or her spouse or other intended occupants as a condition of approval.
- v. Devise, Inheritance or Other Transfers. The transferee must notify the Board of his or her ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use right until approved by the Board.
- vi. Failure to Give Notice. If no notice is given, the Board, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in the Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser or Owner making the gift, intend to violate the covenants of this Declaration and shall constitute good cause for the Association's disapproval.
- vii. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearance and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in



a certificate of approval executed by a director or officer of the Association in recordable form and delivered to the transferee. If the Board neither approves or disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval to the transferee.

#### Disapproval with Good Cause

Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- a) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
  - b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcy, foreclosures or bad debts;
  - c) The application for approval on its face indicates that the person seeking approval or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;
  - d) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights of the property of others;
  - e) The person seeking approval or intended occupants have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association by his conduct on the property as a lessee, owner or occupier of a Unit, or such attitude at the personal appearance before the Board or its designee;
  - f) The person seeking approval has failed to provide the information, fees or appearance as required to process the application in a timely manner, or provided false information during the application process.
  - g) All Transfers require new Owners to schedule an orientation meeting with the Admiral office prior to occupancy.
3. Leasing of Units. An Owner may lease only his entire Unit, and then only in accordance with this section, after receiving the approval of the Association. No Unit may be leased during the first twelve (12) months after an Owner acquires title to a Unit he or she purchased pursuant to Section 6.6.1

(A) Notice by the Owner. An Owner intending to lease his Unit shall give to the Board or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee and his or her spouse and other intended occupant, as a condition of approval.

(B) Approval. After the required notice and all information, application fee of \$100, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

(i) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board;

(ii) The Owner has a history of leasing his or her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

(iii) The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

(iv) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

(v) The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;

(vi) The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

(vii) The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

(viii) The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required application fee is not paid or the Owner fails to give proper notice of his intention to lease his Unit to the Board.

- (D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its' election, may approve or disapprove the lease.
  
- (E) Sub-Leasing; Renting Rooms. Sub-leasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented and homes may not be sublet.
  
- (F) Minimum Lease Term. No lease shall be made with a lease term which is less than three (3) months duration.
  
- (G) Guests.
  - (i) Guests of an Owner occupying a Unit when the Owner is not present for more than thirty (30) days shall be deemed tenants and must be approved as tenants under this provision.
  - (ii) Guests of a lessee are not permitted at any time to occupy a Unit when the lessee is not present.
  
- (H) Security Deposit. The Association will also require a deposit of \$500 to be placed with the Association and held by it as a security against a lessee damaging the common areas. Effective for rentals entered into after January 1, 2020, the required deposit will be \$1,000.00.
  
- (I) All leases require the new lessees and other occupants to schedule an orientation meeting with the Admiral Office prior to occupancy.

#### **GARBAGE AND TRASH**

Trash chutes may only be used between the hours of 8:00 A.M. and 10:00 P.M. ALL garbage, particularly any kitchen refuse, must be contained within a **securely tied** bag so that as it tumbles down the chute contents are contained.

**Recycling**, the Admiral is located within St. Lucie County which supports and requires recycling. Recyclables must be carried down to the garage level and placed in a bin. At the time of this writing no sorting of recyclables is necessary paper and **flattened** cardboard boxes, metal, glass and plastic,

including pots, pans, metal lids, metal toys, cookie sheets, manual can openers may be commingled. NOT accepted for recycling and considered trash is styrofoam (Publix recycles), hoses, pyrex, cookware, six pack rings, plastic bags (Publix recycles), clothing, rubber items, ceramics, shrink wrap, bottle caps, window glass. If interested, collection locations for those and other items such as electronics (Best Buy recycles), batteries, appliances, paint, poisons, etc. as well as other information is available at [http://www.stlucieco.gov/solid\\_waste/curb\\_recycle.htm](http://www.stlucieco.gov/solid_waste/curb_recycle.htm)

#### **ISLAND DUNES COUNTRY CLUB**

The Club offers golf, boating, tennis, walking and restaurant facilities. They may also offer storage for watercraft (i.e. Sunfish, Sailboat, Kayaks, etc.) that are prohibited on ASSOCIATION property. To make arrangements for any of these you must contact the Club directly. The ASSOCIATION has no responsibility or liability for use of the Club facilities or any items left on Club property.