

## PREFACE

These Rules & Regulations are addressed to the owners, renters, and guests of the Whitney Beach Association condominium units. The primary purpose is to make the stay of all concerned as enjoyable as possible by using good judgment and respecting the rights of other owners, renters, and guests.

Great care has been taken to review: 1) The Amended and Restated Articles of Incorporation of Whitney Beach Association, Inc.; 2) The Amended and Restated Declaration of Condominium of Whitney Beach, a condominium; and 3) The Amended and Restated Bylaws of Whitney Beach Association, Inc. as approved by a vote of two-thirds of the voting interest of the entire membership of the Association on 4/24/2023, to avoid any conflict in these Rules and Regulations. Additionally, the committee reviewed the Board of Directors of Whitney Beach Association meeting minutes (where available) for the previous twenty years.

The Whitney Beach Association (WBA) is a corporation existing exclusively for the purpose of managing the Whitney Beach Association condominiums. The Declaration of Condominium and Bylaws, as amended, impose on the Board of Directors the duty to (1) operate the Condominiums in accordance with the legal obligations stated therein and (2) enforce the Rules & Regulations as formally adopted by the Board of Directors at all times in the interest of maintaining the properties for the maximum use and enjoyment of the owners, renters, and guests. In Florida, we are governed by the state laws for Condominium Owners Associations (COAs). These laws protect both the association and the owners.

Responding to the desire of owners for better enforcement of rules and regulations, the Board of Directors has adopted a policy to strengthen compliance on the part of all owners, renters, and guests. Everyone is encouraged to read this policy carefully, to share it with others, and to assist in its implementation.

The cooperation of all who live here in abiding voluntarily by these controls will help keep Whitney Beach the lovely community of compatible people that we have the reputation of being and of which we are proud.

### **A. Policy on Observing Rules and Regulations**

The policy on observing Rules and Regulations is the following: All owners and renters are expected to be aware of and in full compliance with the Rules and Regulations of the Association as contained herein. The Association Manager is responsible for disseminating the Rules and Regulations to owners and renters on a regular basis, seeking voluntary compliance as the preferred mode of enforcement, processing observed violations in accordance with approved procedures, and providing periodic reports to the Board of Directors. Residents are encouraged to take an active role in promoting compliance in a positive manner and reporting violations as needed. Rules and Regulations are published formally and updated periodically by action of the Board of Directors.

**B. Procedure for Dissemination of Rules and Regulations** The procedures for disseminating Rules and Regulations may include the following methods:

1. Publication of Rules and Regulations in booklet form for distribution to owners and renters and posting on the Association website, including supplementary updates.
2. Publication of an abbreviated summary of key Rules and Regulations for quick access and use by owners to ensure awareness of all unit occupants: owners, family, renters, and visitors. The abbreviated summary specifically states that owners are responsible for compliance by their unit's occupants, whether family, guests, or renters.
3. Sending a letter of welcome to new owners and all renters as a systematically scheduled event.
4. Maintaining and updating the WBA information on the management company website and database with new owners and all rentals by units (renter data includes names, unit numbers, duration of residency, and contact information).
5. Periodic communication via letter and/or email to owners and renters with selected reminders, as needed.

### **C. Procedure for Ensuring Compliance with Rules and Regulations**

The procedures for managing compliance include the neighborly actions of residents as well as the enforcement actions of the Association Manager and the Board of Directors. The following steps for achieving compliance are to be employed:

1. The first step ideally is for residents to speak informally to their neighbors about observing rules and regulations and incidents observed.
2. The next step is for residents and all others to notify the Property Manager of incidents in writing, by completing the Comment/Concern/Compliance form. Return the form by mail, email, or fax directly to the property manager.
3. The Property Manager initiates sequential compliance actions, as needed: a. Initial telephone call or other means of personal contact; b. Written first notice of incident; c. Written second notice of incident; d. Review and recommendation in consultation with the Community Relations Committee; e. Recommended corrective actions taken by the Property Manager; and f. Formal actions taken by the Board of Directors on individual incidents (choices include formal written notice of violation, opportunity for hearing, levy of fine including fees and costs, temporary suspension of rights or privileges, and legal action).
4. The last step is for the Association Manager to provide the originator with a response indicating the results of the notification and actions taken.

### **D. Roles and Responsibilities on Observing Rules and Regulations**

The primary parties responsible for implementing policy and procedures on observing Rules and Regulations are the Board of Directors and the Association Manager. The following are the responsibilities:

**Board of Directors** – approves policy and procedures; approves formal actions to be taken on individual actions escalated by the Community Relations Committee.

**The Association Manager** – monitors infractions occurring and reports to the Board of Directors. Observing compliance policy and procedures and individual incident actions as needed, they monitor processes, make periodic assessments to identify problems and opportunities for improvement, and prepare and deliver a report at the annual meeting of the association.

**The Association Manager** – implements publication and dissemination procedures, compliance steps, and exercises oversight; prepares periodic summary reports of incidents for the Community Relations Committee and Board of Directors.

## **Property Categories**

### **Common Elements**

“Common Elements” shall include the tangible personal property required for the maintenance and operation of the Condominium.

This includes the portions of the Condominium Property that are not included within the Units, easements through Units for conduits, ducts, plumbing, wiring, and other facilities for furnishing of utility and other services to Units and the Common Elements.

Any walls that support every portion of a Unit and contribute to the support of the building. The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

Parking spaces, some of which may be assigned by the Board for the temporary use of Unit Owners.

### **Limited Common Elements**

"Limited Common Elements" which includes those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of the other Units.

This includes a balcony (the second-floor walkways depicted on the Surveys), lanai, courtyard (the fenced area in the front of the Units) stairway, any appurtenance to the Unit that is transferred with title to the Unit, and any area that is connected to and exclusively serves a single Unit and is specifically required to be maintained, repaired, or replaced by, or at the expense of, the Unit Owner, shall be deemed a Limited Common Element. An example is the patios attached to the back of some units.

### **Units**

Unit Boundaries: Each Unit shall include that part of the building containing the unit that lies within the boundaries of the Unit, which boundaries are as follows:

Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

Upper Boundary: the horizontal plane of the decorated finished ceiling.

Lower Boundary: the horizontal plane of the undecorated finished floor.

Perimetrical Boundaries: Perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

### **Residents Categories**

Owner(s): person(s) who is named as a title holder(s) on a current deed of a WB Unit

Occupant(s): person(s) in lawful possession of a unit, including, where the context permits or requires, the Owner(s).

Guest(s): any person other than the unit owner(s) and his/her family who is physically present in or occupies a unit temporarily at the invitation of the unit owner or other permitted occupant without the payment of consideration. There are two types of guests of the owner or occupant: overnight guests and visitors who spend only part of the day as a visitor or occupant.

Renter(s): individual(s) who has a signed rental agreement with a WB owner(s) or a real estate company representing a WB owner.

Family member(s): any person related to an owner by blood, adoption, or marriage.

## **RULES AND REGULATIONS**

The following Rules and Regulations have been approved by the Whitney Beach Association Board of Directors as of the date of publication. Where additional information is relevant, reference is made to the Declaration of Condominium, the Whitney Beach Bylaws, and the State of Florida condominium law. Topics are organized in alphabetical order. In some cases, topics may be cross-referenced to provide additional information relevant to the topic.

**ARRIVAL AND DEPARTURE** The Whitney Beach Association must know when units are occupied and when they are vacant. When the owner is not occupying the unit and it is occupied by renters, non-resident family members, or guests, the owner must notify the Management Company of the names, and the dates of arrival and departure of the occupants. Notification may be made by email, telephone, or letter to the Association Manager, who will keep the roster of occupants and dates of stay.

### **BARBEQUE GRILLS**

The use of small grills is permitted for ground-floor condominium units on patios behind fences, provided there is no complaint caused by smoke from any owner in the respective building. Grills may be gas or electric but not charcoal.

Barbeque grills are provided in the Conservancy near the tennis courts. A sign-up board is provided to reserve the grills. After use, please clean the grill and remove charcoal (when cool if

possible), placing the used charcoal in the metal container provided. Be sure to cover the metal container with the metal cover.

## **BICYCLES**

Whitney Beach is a bicycle-friendly community. Bicycle racks are located throughout the property for the use of owners, renters, and guests. Bicycles are required to be tagged with the unit number. Requests for tags are directed to the Community Interest Committee. Bicycles may be parked overnight only in the designated racks or behind fences of first-floor condominiums and out of sight. Bicycle storage is not permitted underneath stairways of two-story buildings or in landscaped beds or any other common areas. Bicycles may be parked during the daylight hours along the side of a driveway or parking lot but not in lined parking spaces or intruding upon landscaped beds.

Bicycles in racks must be parked upright and in an orderly manner. Cable locks should be used for security and covers are permitted for protection but must be a neutral color, in good condition, and neatly fitted to resist the wind. Due to inclement weather, when owners are not in residence for more than two months, bicycles must be stored inside their condominiums. Bicycles left in racks for extended periods of disuse (more than three months) may be removed and stored, or if unclaimed, disposed of.

## **BOATS**

All slips are the property of Whitney Beach Association. All slips are assigned by the Whitney Beach Association Dock Committee and the Board of Directors to boat owners who are condominium owners in the Whitney Beach Association and Whitney Beach III. The registration fee and the annual fees shall be set periodically by the Board of Directors.

WBA maintains two docks with boat slips – the north docks and the south docks. While the boat slips are rented for private use, the docks are for the use of all owners and residents and guests defined in the preface of these Rules and Regulations. More specific regulations and application forms for boat slips are available on the management company's website.

### **Boats and Dock Slips**

1. Each boat slip rental must be approved by the Whitney Beach Association Dock Committee as to length, beam, draft, and superstructure.
2. Boat owners are responsible for their assigned docking slips. Vessels must be moored with a method that always keeps the lines out of the water and is approved by the Dock Committee. Any damage to the docks by misuse, improper tying, or poor seamanship is the responsibility of the boat owner.
3. Jet skis are prohibited at Whitney Beach condominiums. Securing, storing, or launching any jet skis from any of the WB slips is prohibited.
4. Boat lifts or floating boat storage of any kind is not permitted.

5. All slips which become available due to non-renewal will be assigned on a priority basis. Applications by owners for slip assignment will be on a first-come, first-serve basis.
6. All boats assigned to a slip must be in use for a minimum of 60 days per year. Slips placed in the Sub Use program may use that time toward the 60-day minimum use requirement with the concurrence of the Dock Committee.
7. An assigned slip may be used only by the condominium owner assigned to that slip. The boat must be owned and registered by the majority owner of the condominium.
8. No living aboard a boat or sleeping overnight will be allowed while docked at Whitney Beach.
9. No owner, guest, or tenant shall use any dock, boat slip, or vessel secured, docked, maintained, or stored at any Whitney Beach dock or slip for any commercial purpose or for transporting goods, materials, or workers to other sites or locations.
10. All vessels must be identified with WBA decals when provided.
11. All WBA Dock Slip assignments are exclusive solely to WBA and WBIII Owners. The right to use the assigned boat slip is personal to the Assignee and may not be transferred, loaned, gifted, or assigned in any manner to a tenant, another unit owner in the condominium, or to any third party. The only exception to this provision will be through the Whitney Beach Association Sub Use program. Any WBA Slip Assignment shall automatically terminate upon the sale of the Assignee's unit in the condominium.
12. The Association's Dock Policies and Rules may be modified from time to time by the Board of Directors and copies thereof provided to the WBA and WBIII Owners. All modifications to the Rules shall be binding on WBA and WBIII Owners once delivered.
13. The Association's Dock Policies and Rules authorize the Board of the Association to reassign boat slips and require a user of a boat slip to move said boat to the reassigned boat slip as needed for the orderly and efficient operation and maintenance of the boat slips and harbor facility. Factors that the Board may consider include, but are not limited to, the size and location of the boat slips, the size and maneuverability of boats, navigational hazards inherent in the design of the harbor facility or caused by the use of certain boats in certain boat slips, and generally, best and most efficient practices in marina operation.
14. The assignee of a WBA boat slip is required to notify the Association in writing if the boat will not be docked at the boat slip for any period of 60 continuous days or more. For example, if the boat will be taken to a different location or be under repair. Upon receipt of such written notification, the Association may assign the temporary use of the boat slip to another unit owner through the approved Sub-Use Program
15. The Association will not be responsible for theft of any boat, or any personal property in the boat or stored in or about the boat slip, nor shall the Association be responsible for any losses sustained by the Assignee for damage caused to his/her boat or its contents by fire, theft, storm, wake, vandalism, or any other reason. The Assignee agrees to assume all responsibility for insurance respecting the boat moored at the boat slip and to assert no claim of coverage

under any insurance policy of the Association for claims arising in any manner whatsoever out of such use.

16. Any WBA or WBIII owner assigned a WBA boat slip shall be responsible for all costs, damage, or expenses caused by pollution from his/her boat, including civil penalties, administrative costs, attorney fees, or damages incurred by the Association in mitigating a pollution event, or responding to an inquiry or investigation by a governmental agency.

17. The WBA Dock Committee shall maintain a waiting list of all WBA and WBIII Owners based on the seniority of their addition to the list. Persons waving a slip offer shall maintain their position on the list and will be offered the next available dock. The offer will then be passed to the next WBA or WBIII owner on the list. Owners who are assigned a slip may elect to continue on the waiting list for a different slip, larger slip, or different slip location and retain their original seniority. Upon accepting a new slip, owners must relinquish their original assigned slip. Owners shall not maintain more than one slip at a time.

18. The use of the Dock Slip power receptacles to operate large power draws such as Boat air conditioner units or Boat sump pumps is strictly prohibited.

19. Owners must abide by the current yearly lease agreement, following all Dock and Boat Rules as established by the Board of Directors

#### 20. Reservation Process

a. November 1 – Invoices will be sent to the currently assigned slip holders to the address at Whitney Beach and Whitney Beach III and by email. It is the owner's responsibility to request an invoice if none is received at his/her Whitney Beach address.

b. December 1 – payments due.

c. January 1 – renewal process complete. Any available slips will be assigned to the next owner on the waiting list. The process follows steps in a & b with dates adjusted for a 30-day process.

### **BUILDING EXTERIORS**

No alterations are permitted on the exterior of any buildings including doors, windows, sliding doors, or wood without the approval of the Board of Whitney Beach Association. See the section below, REMODELING/ALTERATIONS/REPAIRS, for the procedure to change an exterior element.

No clothing of any type, towels, or unsightly objects may be hung on fences, balconies, or railings. Patios and courtyards behind fencing may not be used for storage purposes that create a hazard or unsightly appearance.

Window coverings that are visible on exterior openings must have a solid white color/light backing facing outward. To retain Whitney Beach's appearance in keeping with our lovely surroundings, all drapery, blinds, curtains, and wood shutters facing out must be kept in good condition at all times or be replaced in a timely fashion.

Erecting any permanent exterior lights or signs, or any permanent structures or fixtures is not permitted on limited common or common areas.

Hurricane Shutters of any kind must be approved by the Board of Whitney Beach Association.

## **CAR WASHING**

Owners should wash their cars in their assigned parking space or in an open unassigned space in their parking lot area nearest the HOA hose. There is also a car washing area adjacent to the Maintenance Office. When finished, please flush any dirt or debris from the driveway, return the hose neatly, and turn off the water.

## **CONSERVANCY**

The Whitney Beach Conservancy on the gulf side is a private recreation area, owned, managed, and maintained by Whitney Beach Conservancy, Inc. WBA and WBill support the Conservancy and share the right to use the facilities. It provides tennis courts, shuffleboards, horseshoes, a play area, barbecue grills for cookouts, picnic tables, and beach access for Whitney Beach owners, lessees, and their guests. There are chairs and lounge chairs for use on the beach. The two Tiki huts are for use by owners, renters, and guests. Smoking in the Tiki huts is strictly forbidden and not allowed anywhere on the Conservancy grounds. A sign-up board is provided at the barbecue area to reserve the area for private gatherings and the use of the barbecue facility and for using the tennis courts/pickleball courts. The code to unlock the courts and shed can be found on the management company website.

The full Conservancy Rules may be found on the management company website.

It is against Florida law to cut or remove the sea oats or other vegetation growing on the beach.

## **DELIVERIES/NOTICES**

Delivery and/or delivery notices from UPS, FedEx, USPS, Amazon, or any other online ordering company can be made to a unit at any time. Delivery of furniture or appliances should be made to a unit during the daytime hours between 8:00 a.m. and 9:00 p.m.

## **DOCKS**

There are a total of 17 slips available for WBA owners on the North and South docks. There is a wait list for slips and names will be collected by contacting the dock master. All boats must be owned by the majority owner of the unit.

The docks are for the use and enjoyment of all unit owners, renters, and guests for fishing, boating, and viewing the area. There are no guard rails at the docks. A responsible adult must accompany children under 12 or any infirmed person at all times when they are on either the North or South dock. Everyone is urged to exercise caution and personal safety when walking on the docks.

Ladders are installed on the North and South docks and along the canal to permit a person to climb onto the dock or seawall if they fall into the water.



Life rings are located on the North and South docks and pools, and the Conservancy Tiki Huts.

## **EMERGENCY EQUIPMENT**

Automated External Defibrillator Devices (AED)

Automated External Defibrillator Devices (AED) are installed in five locations on Whitney Beach property. All AED devices are in weather-proof cabinets, alarmed, and identified with AED signs.

AED Locations: Whitney Beach has installed five AED devices at the following locations:

6700 Gulf of Mexico, Building #7, North, Unit #124

6750 Gulf of Mexico, Building #12, North, Unit #156

6800 Gulf of Mexico, Building #19, North, Unit #195

6701 Gulf of Mexico, Building #24, South, Unit #319

North Tiki Hut (Inside)–Near Tennis Court

AED Instructions for Use: The units provide automatic audio (voice) instructions so that they are self-instructive so that anyone should be able to use them.

## **Fire Extinguishers**

Fire extinguishers are located in RED covers on the North and South docks for use in an emergency. Fire extinguishers are installed in all Condominium units for use in an emergency. Fire extinguishers are professionally checked yearly and recertified or replaced as necessary by the HOA. Each owner is required to have a fully charged fire extinguisher that is easily accessible in their unit.

## **EMERGENCIES**

For emergencies requiring police, ambulance, or fire call 911.

## **ELECTRIC VEHICLE CHARGING STATIONS**

Whitney Beach Association does not provide electric vehicle charging stations. It should be noted that the electrical infrastructure for Whitney Beach was installed many years ago and may not be robust enough to handle all energy needs simultaneously and efficiently. Florida Condominium Law states that homeowners cannot be prevented from installing charging stations at their assigned parking spaces. All associated costs, including the cost of the energy itself, are the responsibility of the Unit owner. If there is an increase in WBA insurance due to the operation of this station, the owner will be billed yearly. Any such installation must originate at the electrical panel of the homeowner's Unit. All wires must be buried and/or concealed so that no cables or conduit will be visible or apparent. The necessary conduit along the outside walls of the Unit to deliver the power to the charging is the only exception. Extension cords or electrical cables may not be placed on top of the ground or suspended in the air to reach the charging station.

Any landscaping, grass, sprinkler lines, and other common property that might be disturbed or interrupted by the installation must be returned to its original condition at the Unit owner's cost.

All electric vehicle charging station projects must be contracted through a licensed and bonded electrician, all permits and inspections must be pulled through the town of Longboat Key, and all plans must be presented to and approved by the Whitney Beach Board of Directors before commencing any work. A Run with the Land document must be signed and notarized before it will be approved by the Board of Directors.

Once installation is complete, the charging station will be considered a permanent improvement, and in the event of a home sale, all installed equipment must remain at Whitney Beach.

## **EVACUATION**

All residents of Longboat Key reside in a Level A Evacuation Zone. Please plan ahead. If you are ordered to evacuate, secure your home, and leave immediately. There are several ways to leave the island. Failure to obey an evacuation order is a violation of Florida law.

The Town of Longboat provides a sand & bag station at Broadway Beach Access. There will be two sandbag filler stations to make it easier and more efficient for residents to fill their bags. These self-filling sandbag stations are to serve Longboat Key residents.

The Town of Longboat Key sends a Flood and Hurricane Newsletter yearly by mail filled with important information.

For more information see <https://www.longboatkey.org/residents/hurricane-information>  
To receive the Newsletter and other information, sign up at: <https://www.longboatkey.org> and go to e-Notification

## **FEES, CHARGES, AND OVERDUE PAYMENTS**

Unit owners are responsible for paying assessment fees for the operation and maintenance of the Association. Monthly assessment fees are established annually by the Board of Directors in conjunction with the approval of the budget.

Monthly assessment fees are due on the 1st day of each month and are considered in arrears on the 10th of the month. Interest will be added to all late payments from the 15th of that month, incur a late fee and interest will accrue daily until the account is paid in full. Special Assessments will follow this schedule unless the Board of Directors directs a different timeline.

If you wish to pay by check or money order, please mail your payment with the provided coupon to the address listed. You may also make a one-time payment or set up ACH auto payments through your management company portal login. If you pay through your bank's Online Bill Pay feature, please log in to your online banking account and update the management company as the payee's address.

## **FINES**

Fines or suspensions may be imposed for violations of these Rules and Regulations and the Declaration of Condominium of Whitney Beach Association at the discretion of the Board of Directors. The Board of Directors will impose fines based on the severity of the infractions and per Florida Statutes. The Board of Directors will inform the owner within 14 days by mail.

The Fining Committee will hear any appeal by the owner at the owner's request. The hearing will take place within 90 days of notice. The written findings of the committee will be provided within 7 days of the hearing. If the Fining Committee determines that a fine is upheld, it becomes due 30 days after the delivery of the notice. If the fine is not paid, reasonable attorney fees and costs may be awarded to the association.

## **GROUNDS AND LANDSCAPING**

The grounds are the primary component of the common elements that are available for all owners to use and enjoy. The Grounds and Landscaping committee under the supervision of the Association sets standards to ensure that all plantings complement the general appearance of the overall property.

1. The outside contracted landscaping company personnel (grounds crew) plant, prune, and maintain the grounds under the direction of the Grounds/Landscape Committee.

2. Owners with any gardening requests should submit a written request to the Grounds Chairperson via the management company website. Homeowners should not contact the grounds crew directly with requests. The Committee will inspect the area of concern, consider the request, and if approved, will direct the grounds crew to proceed as the schedule permits. Decorative flowers may be planted and maintained by the owners on common ground with permission from the Grounds Committee.

## **GUESTS AND VISITORS**

All owners are responsible for informing their guests and visitors of the Rules and Regulations of the Whitney Beach Association and ensuring their compliance.

### **Overnight Guests**

If the owner is not in residence, they must notify the management office of guests, including family and friends staying overnight in their apartments. Use of WBA facilities may be used by these overnight guests.

If the renter is not in residence, overnight guests are not allowed to occupy the unit.

### **Day Guests**

If the owner or renter is not in residence or present on the property, day guests, visitors, friends, or family members who are not occupying the unit overnight may not use the facilities including docks, boat slips, owner's boat (if any), pools, grounds, parking lots, tennis courts, or access ways to the beach through the WBA Conservancy.

## **INTERNET/TV/PHONE SERVICE**

The Internet and basic TV services provided through Frontier are provided through our HOA fees. Please contact Frontier for upgrades, add-ons, or phone packages. Xfinity/Comcast is also available at Whitney Beach as an alternate carrier at the owner(s)' expense.

## **INSURANCE**

Whitney Beach Association carries insurance for Hazard and Flood. This is included in your monthly assessments. Any alterations to COA covered items within the unit will become the responsibility of the Unit Owner. For their protection, an owner may purchase property and flood insurance from an insurance company. Elevation Certificates and Uniform Mitigation Verification Inspection forms are available through our Management Company.

## **KAYAKS AND LIGHT VESSELS**

Two storage areas have been designated for kayaks/light vessels and contain racks for storage: Site #1, the light vessel rack located between buildings 6 and 7; and Site #2, the light vessel rack located in the storage yard in the Southwest corner of the property (known as the Back 40).

All light vessels (canoes, kayaks, paddleboards, etc.) must be operable. No kayaks/light vessels of any sort may be stored on any portion of the Whitney Beach Docks, Finger Docks, or common areas or under stairs in two-story buildings. If a kayak/light vessel assigned to a rack is not stored on the assigned rack, privileges to do so will be lost after three documented notices.

No more than 2 kayaks/light vessels are permitted per unit.

When not in residence, owners may leave their light vessels at their designated location or may remove their light vessels to the interior of their unit or ground floor fenced courtyard. In addition, the owner must maintain the kayak/light vessel in its designated location at least 31 days of the year or the location will be forfeited or reassigned.

Storage or placement of light vessels at any location on the common elements of Whitney Beach other than the designated Kayak/Light Vessel Racks is prohibited. Unit owners on the first floor and with front fenced areas may store no more than two light vessels within the front fenced patio limited common element of that unit so long as no part of the light vessel is visible over the unit fence and so long as the light vessel is not attached to or hanging from the unit fence.

Employees, directors, and agents of Whitney Beach are prohibited from moving kayaks/light vessels at the owner's request. Therefore, owners seeking to store kayaks/light vessels at either location must make certain that they are able to transport their vessel to and from the water on their own and without the assistance of WB employees.

Hurricane season is defined by the State of Florida as June 1 – November 30.

In the event of a Hurricane or storm, it is the WB Owner's responsibility to secure their Kayak, either by removal from the Kayak rack or by providing and utilizing their own tie-down system. In no event shall an Employee of Whitney Beach be requested or utilized to secure any light

vessel or Kayak. Whitney Beach Association is not liable for any loss, theft, injury, or claim of any light vessels, wherever located on Whitney Beach property

All Kayaks/Light vessels must be identified with WBA decals or designating identification tag. ID tags must be affixed to the vessel in a readily visible position when facing the storage racks.

#### 1. Reservation Process

a. November 1 – Invoices to the current kayak/light vessel rack storage space will be sent to the address on record or by email. It is the owner's responsibility to request an invoice if none was received at his/her address on record or email.

b. December 1 – payments due.

c. January 1 – renewal process complete. Any available rack space will be noticed to the next on the waiting list. Waiting list notification by email and letter to the address on record. This process follows steps in a and b with dates adjusted for a period of 30 days.

2. The Kayak/Light Vessel Committee shall maintain a waiting list of all WB Owners based on seniority. Persons waving a spot offer shall maintain their position on the list and will be offered the next available spot. The offer will be passed to the next WB owner on the list. Owners with second-story units shall be given precedence on the kayak/light vessel spot waiting list.

3. Persons currently assigned a kayak/light vessel spot, may with the concurrence of the Kayak/Light Vessel Committee, change their spot to a newly open spot, prior to the open spot being offered to the waiting list. In the event more than one existing kayak /light vessel spot holder desires to move to a newly opened spot, the spot will be given to the owner with the most seniority in the current kayak /light vessel Spots.

### **LIMITED COMMON ELEMENTS**

Limited Common Elements are defined as courtyards immediately in front of buildings behind fences, the stairs and walkways leading to the second-floor units, and patios in the rear of condominium units. These areas may be used by owners, renters and guests but must be accessible by Whitney Beach Maintenance personnel. It is the responsibility of owners to maintain the cleanliness and orderliness of the areas abutting their units.

The following rules apply to limited common elements.

1. Access must be available for grounds crews to care for and maintain the following: security lights, water lines, painting, and repairs. No trees or shrubs planted by the association in limited common areas may be removed or pruned as described under the topic Grounds and Landscaping.

2. Small potted flowers or plants are allowed in the courtyards behind fences on first floors and potted flowers are permitted on patios at the rear end of first-floor units.

3. Insurance carriers' regulations, public access requirements, and fire codes prohibit flowerpots or other items on second-floor walkways, stairs, landings, and railings. Any so placed will be removed.
4. When leaving for the season, owners must remove all personal items from the patios including flowerpots.
5. Plants may not touch or overhang roofs, gutters, fences, stairways, walkways, screens, walls, and windows.
6. Schefflera, Ficus, asparagus fern, or thorn-type plants growing in the ground in a patio area must be removed, as their root systems clog sewer pipes, push up patio blocks, damage irrigation systems, and more. The plants must be kept in solid-bottom containers because of their invasive root systems.
7. The height of plants may not exceed the tops of windows. Trimming and maintenance are the responsibility of the unit owner. If this is not done by the owner, the owner will be notified and given a reasonable period to get the work done. Otherwise, the landscape contractor will have to do the work and the cost will be charged to the owner.
8. One-bedroom first-floor units must remove all patio furniture when not in residence. Chairs may be placed outside the back of first-floor two-bedroom units on the lawn but must be removed at night.

## **LOCKS**

In Section 6.12 of the Declaration of Condominium 4/24/2023 entitled Association Access to Units, it states "The Association has an irrevocable right of access to the Units for the purpose of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association, and as necessary to prevent damage to one or more units."

No unit owner shall alter any lock, nor install a new lock, which prevents access with the pass-key, and must make available to the Association the security code, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as damage to the unit caused by gaining entrance thereto, and all damages resulting from delay in gaining entrance to the unit caused by the non-availability of the key or security code.

If an owner is contemplating a change of door locks, the owner should contact a member of the Building Committee or the maintenance staff to ensure it is installed appropriately.

## **NOISE AND DISTURBANCE**

Please maintain a reasonable volume level of televisions, radios, DVDs, record players, musical instruments, etc. during daytime use and especially between 10:00 PM and 8:00 AM. Please be courteous and refrain from using washers/dryers, and vacuum cleaners, or entertaining large groups between 10:00 PM and 8:00 AM. Second-floor Units with hard floors must have rugs sufficient to eliminate noise disturbance if requested by the owner of the underlying apartment.

## **NUISANCES**

No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall be permitted any use of his unit or of the common elements which will increase the rate of insurance upon the Condominium property.

## **OCCUPANCY**

Each of the Units shall be occupied only as a single-family residence and for no other purpose. Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations in Longboat Key and Manatee County, and the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity. No occupant of a Unit shall commit or permit any nuisance or illegal act in the unit or common areas. The Use of the Unit as a time-share is strictly prohibited.

## **PARKING**

Whitney Beach currently has 151 parking spaces within our common area. Only non-commercial motor vehicles used for passenger transportation may be parked at the condominium. All motor vehicles must be parked in designated areas. Each condominium has one marked space per unit. Owners with a second vehicle must park in an unmarked space. Except for temporary parking of vehicles operated by their guests, there should be no more than two vehicles per unit parked on the condominium property at any time. No vehicle shall be parked in a manner that results in the vehicle exceeding the length or width of the white lines that define the space. Tandem parking is prohibited.

Whitney Beach has employed a tagging system to identify owner's cars. Each unit owner will receive one to two numbered tags (depending on the number of vehicles owned) to be placed on the rear window of his/her vehicle. The license plate number will be associated with the tag number. Each unit owner shall receive two guest passes for guests/renters to be hung off the rearview mirror when on Whitney Beach property. Owners are responsible to ensure the passes remain in the condominium when not in use.

All motor vehicles must be operable and must have a current license tag. Oil or fluid leaks onto the parking areas are the responsibility of the owner of the vehicle and will be repaired at their expense. An owner who has an extended absence of 31 days or more should park their car in their marked space. A set of keys should be left with the maintenance department or an onsite local resident. The name of the local resident must be given to the management company. The

designated local resident should have permission to periodically check that the car continues to be operable.

Only non-commercial motor vehicles used for passenger transportation may be parked at Whitney Beach. Prohibited vehicles include commercial vehicles with visible advertising or promotional symbols, trucks designed principally for the carriage of goods other than personal effects of the passenger, cargo vans, boats, campers, motorcycles, scooters or mopeds, boats, recreational vehicles, trailers, motor homes, and mobile homes. The exception may be made for service vehicles while performing services or trailers, boats and recreational vehicles while being actively loaded or unloaded. Prohibited vehicles may never be parked overnight on the condominium property. Vehicles which are unsightly or a safety hazard are prohibited.

Any and all vehicles parked or stored on Condominium Property that do not comply with the foregoing parking regulations will be deemed "improperly parked vehicles" and are subject to towing by the Association, at the owner's expense, at any time after twenty-four hours after the owner of the said vehicle has been notified of the improper parking.

## **PEST MANAGEMENT**

Whitney Beach employs a service company to spray the exteriors of every building monthly for bugs, such as ants, roaches, spiders silverfish, and wasps. All Units will receive treatment for the interior of their Unit including the bathrooms and kitchen once yearly in November. There will be notice given prior to the treatment day. Units will be entered for this service even if owners/renters/guests are not in residence. An owner who does not wish to have the interior of their condominium serviced should make the Management company aware of this decision. If any of the above pests are noticed at any other time, the Unit will be treated by request only. There is no charge to the owner for this service. Our maintenance team maintains the boxes along the exterior of each building to control rodents.

## **PETS**

A Unit Owner may keep no more than two domestic pets, such as dogs or cats. Family members of the Unit Owners may bring dogs or cats onto the Condominium Property when the Owner is in residence for limited stays but may not exceed a total of two pets per Unit. Special exceptions may be made to allow parents or adult children of the Unit Owner to stay in the Unit with their pets when the Owner is not in residence with prior Board approval, so long as no more than two pets remain in a Unit. All pets must be current with all shots required by the state of Florida: Rabies, Canine Distemper, Parvovirus, Adenovirus, Parainfluenza, Leptospirosis, Bordetella, and Round Worms. Dogs should have a current license from either Longboat Key or their home residence.

Disabled individuals who are owners, renters, or guests may have a service animal in accordance with the condominium rules as stated above and with Florida statute Section 760.23 and other applicable laws. Emotional support animals are allowed under the following additional conditions: A letter must be printed on your therapist's official letterhead, stating that you suffer from a specific emotional disability (as included in the Americans with



Disabilities Act). The letter must also explain that your emotional support animal is key to your well-being. The letter must be signed and dated by your licensed therapist, as well as including their license number, and the date and place it was issued. The ESA letter is only valid for one year from the issued date.

**Renters and/or Guests are not allowed to have pets, except as noted above, in Units or on the Condominium Property.**

No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a held leash. A leash length of no longer than six feet must be used when near other people to prevent accidents. At no time will a dog be permitted to run free.

Dogs are allowed to be walked on all areas of the Whitney Beach property, including the docks, with the following exception: Dogs and cats are never allowed on the Conservancy grounds, beaches, or in the pool areas. Pet owners are responsible for the prompt removal of all excrement from all areas and properly disposed of in their Unit's trash disposal cans.

No pet shall be permitted to become a nuisance to Unit Owners or Occupants of Units and all non-conforming pets are subject to removal from the Condominium at the discretion of the Board. The Board has the authority to deny and/or seek the removal of dogs of dangerous breeds or dispositions. No exotic pets, as determined at the discretion of the Board, shall be permitted, and no domestic birds of a variety that will emit sounds that can be heard in contiguous Units may be kept in a Unit.

Feeding wildlife is prohibited. Maintaining a bird feeding station of any kind is prohibited.

**PRIVACY OF INFORMATION/PRINTABLE DIRECTORY**

WBA collects information on owners, maintains a database, and compiles the data in the Whitney Beach Printable Directory. This directory has been in existence since the early years of Whitney Beach. The printable WBA Directory will be updated in January of each year and periodically when necessary. In compliance with Florida law, WBA protects the confidentiality of the owner's information. This is a private directory available to WBA owners for their personal use and is distributed by email only through the Management Company for downloading and printing by the owners. This information will not be posted on the Management Company Website. Therefore, to be listed in the Whitney Beach Printable Directory, Unit owners must give written permission for inclusion. It will list the names, unit numbers, phone numbers, alternate addresses, and emails of the owners. Those who do not want their information published will only have their names and unit numbers included. Forms for inclusion in the Printable Directory are available on the Management Company Website.

**REMODELING/ALTERATIONS/REPAIRS**

**Whitney Beach Remodeling Process**

The Building Committee (BC) at Whitney Beach Association exists for the purpose of reviewing Renovations desired by an owner. This review is done with the goal of ensuring the integrity of

the infrastructure of our buildings, i.e. plumbing, electrical, walls, foundation, as well as maintaining the Whitney Beach look.

Any major work either inside or outside the Unit requires Building Committee and Board of Directors approval. Examples include but are not limited to any electrical, plumbing, or ventilation system changes altering any interior or exterior wall or window changes and hard flooring changes.

The only exceptions are the following types of work which do not require BC approval: Interior painting, interior decorating, installing carpet, replacing light fixtures or fans, replacing a garbage disposal (with no wiring or plumbing changes), and installing closet shelving.

#### Steps in the Remodeling Process

All required forms are available from the Building Committee secretary or the management company website.

1. Initial Contact: The owner must first contact a member of the Building Committee to discuss the project. This ensures that the Building Committee is aware of the planned work and can provide guidance on the required process.
2. Form Submission: The owner must complete and submit either
  - a. Interior Renovation Form (IRF) for work within the Unit. Some examples include but are not limited to remodeling a kitchen or bathroom, moving interior walls, or doors, changing electric or plumbing.
  - b. Exterior Renovation Form (EXF) for work which is visible when viewing the Unit from the outside such as replacing front doors, any windows, sliding glass doors or enclosing a lanai.
3. Building Committee Review: The Building Committee reviews the submitted form and categorizes the project as either major or minor.
4. Major Project Process:
  - a. If deemed a major project, the owner must obtain a Board Approval Packet, which includes five forms.
    - i. Alteration Request form: This includes a description of the work and the contractor's name and contact information.
    - ii. Run with the Land form: This document states that any renovations made to a condominium transfers responsibility of repair and maintenance of the area/item involved with the project shifts from the Association to the owner. There are two signature pages that are to be notarized. Page 4 must be signed and notarized by the management company. Page 5 must be signed and notarized by the owner.
    - iii. Neighbor Notification form: This letter is to be mailed, emailed or delivered to each of the neighbors in their building advising them that work will be taking place in unit \_\_\_\_\_ and explaining what the project entails. The neighbors must respond within 10 days or it will be presumed that the neighbors have received notification and have no comment.
    - iv. Contractor Certification form: The signature of the Contractor confirms the contractor has read and agrees with Article 6 of the condominium documents (Section 6 is included in the BAP). A copy of the contractor's Current Insurance and Business License must be included.

- v. Article 6: This document must be signed by both owners indicating they have read Article 6 which lays out Association and Owner responsibilities after renovations to a condo are made.
  - b. The owner must complete forms before submitting them to the Building Committee secretary, who will then place the project on the Board of Directors meeting agenda for approval.
  - c. Board Meeting Schedule: Board Meetings are normally held on the 3rd Thursday of the months of January, February, March April, May, September, October, and November. The agenda is finalized 10 days before the date of the Board meeting meaning ALL paperwork must be submitted to the Building Committee secretary a minimum of 14 days ahead of the scheduled meeting. During the months of June and August, a Board meeting is held only when necessary. No Board meetings are planned in July or December.
5. Minor Project Process
- a. If deemed a minor project, the owner must complete a Board Information Packet, which includes 4 forms:
    - i. Submitted and approved Interior or Exterior Remodeling form.
    - ii. Notification forms to building neighbors.
    - iii. Contractor certification letter.
    - iv. Signed Article 6 of the Declaration of Condominium.
  - b. These forms must be completed and returned to the Building Secretary before the work begins

## **RENTING**

### **General**

Whitney Beach Association, Inc. is an organization of private owners in a residential community, some of whom occasionally offer their property for rental to qualified individuals. Renters, therefore, are expected to exercise care and consideration in the use of such property, its furnishings and equipment, as well as the grounds and recreational facilities.

Owners are required to secure approval for ALL rentals and renters. This applies to new and prior renters. All appropriate fees and forms must be submitted to the Management Company a minimum of 30 days prior to the first day of the rental period. If proper paperwork and fees are not received on time, an assessment will be levied against the owner.

Owners are also responsible for ensuring that renters are aware of and observe all rules and regulations. The rental process and application forms can be found on the Management Company website.

### **Rental Applications**

All rentals are subject to prior approval by the Association. Applications for rentals must be submitted using the Rental Application Form which can be obtained through the Management Company. The form must be accompanied by a non-refundable application fee to cover the

administrative costs of handling. A roster of renters' names, unit numbers, contact information, and duration of residency will be kept by the Association Manager. Every application must be approved by the President (or the President's designee) of the WBA Board of Directors before occupancy starts.

## **Rental Rules**

Leases are for a minimum period of one month or thirty consecutive days. No Unit may be rented more than six times in a calendar year, with the commencement date of the lease determining the year in which the lease is made. No subleasing or assignment of lease rights by the renter is permitted.

A Longboat Key Residential Registry Ordinance became effective October 1, 2023. A short-term rental registry has been established for all rentals of less than six months. A copy of this certificate must accompany the Rental Application form. There is a fee for the initial certificate and a renewal fee yearly.

For full details about the registry and to register, owners should go to:

<https://www.longboatkey.org/town-government/departments/planning-zoning-building/code-enforcement-division/residential-rental-registry>

or call Town Hall at 941-316-1999

## **Rental Procedure**

The steps for executing the rental process are as follows:

1. The owner or broker obtains an application for a Whitney Beach Rental Form from our Management Company or downloads it from the website.
2. The broker is provided by the owner with a copy of the "Brokers Information on WBA Condominiums," guidelines on sales and rentals, and authorized descriptions of the association (see the website).
3. The owner or lessee submits the application and fees - payable to Whitney Beach Association to the Management Company no later than 30 days prior to the first day of the rental period.
4. The Management Company conducts the application review (includes background check, criminal check, and whether a repeater at WBA).
5. Application is approved or disapproved by the President of WBA Board of Directors or the President's Designee.
6. A list of renters is sent to the Maintenance Supervisor.
7. Renter data is recorded in accounting and on the website.

**A synopsis of rules for renters is as follows and must be given to all renters and posted inside rented units.**

### **Synopsis of Rules for Renters**

Owners are required to post in their condominium a synopsis of rules for renters when renting their condominiums. The following are highlights of rules with particular application to renters and guests. The complete version of the Rules and Regulations for Whitney Beach Condominium should be kept in a visible and accessible location within the apartment.

#### **TO ALL GUESTS AND RENTERS**

1. **SWIMMING POOLS.** Compliance with posted pool rules is required. Umbrellas must be closed when leaving the pool area. Open umbrellas can become airborne with strong winds, causing injury or property damage. The safety line in the swimming pools may only be removed for lap swimming with a Safety Attendant present. It must be reattached immediately after the lap swimming is done.
2. **CONSERVANCY AND BEACH.** Access to the beach is through the conservancy and the tiki huts. Chairs and lounges must be returned to their original positions. Proper tennis attire, including shirts and appropriate footwear, is required on the tennis courts at all times.
3. **PETS. Renters and guests are not allowed to have pets.** For special rules regarding service animals, please see the Pets section.
4. **LANAIS AND PATIOS:** Beach apparel and/or laundry is not to be hung on Unit balconies or fences.
5. **PARKING AND VEHICLES.** Park in the numbered space that corresponds with your Unit number.
6. **NOISE AND DISTURBANCES.** Residents must maintain a reasonable volume level of TV, radio sets, DVDs, record players, etc. Sounds from these devices must not be audible beyond the Unit walls between 10:00 PM and 8:00 AM. Washer/dryers and vacuum cleaners are not to be used between 8:00 PM and 8:00 AM.
7. **TRASH AND RECYCLING.** Garbage pick-up is at 7 AM on Monday and Thursday. Recycling pickup is on Monday morning. The Recycling Center is located in the enclosures at each driveway. Rules for recycling materials are listed on the blue recycling containers. Put plastic trash bags in the green containers only. Trash should be put in cement containers marked with unit numbers at each building. Trash that could attract animals should be put out on the morning of the pick-up day.
8. **VISITORS.** When the renter is not in residence, guests, visitors, or friends may not use Whitney Beach or Conservancy facilities.

## **REQUESTS/MAINTENANCE/REPAIRS**

The HOA has the responsibility to maintain certain areas of the property, such as but not limited to the common elements, the exterior of the buildings, the roofs, the pools, etc. When a resident or renter notices a problem within their condominium it is incumbent upon them to report issues as soon as possible to the Maintenance Department via a request form to the Management Company. Please use the Maintenance Request Form found on the website. The problem will then be assessed as to whether this is the COA or the owner's responsibility to repair. It is important to remember that any alteration at any time to the condominium may negate the COA responsibility.

## **RESTRICTIONS**

Units shall be occupied as a single-family residence and for no other purpose.

Fractional ownership of Units and the use of Units as time-share is prohibited.

No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof.

No antennae may be erected on WBA property.

No signs of any type are permitted on any part of common elements or in any Unit where the same may be viewed from common property.

No flag or banner is permitted on any common elements or in any unit where the same may be viewed from common property.

No Unit owner may install a security camera or similar device that takes or stores pictures, video, or data concerning the activities of persons in common elements or other Units.

Drones may not be flown on Condominium property with the intent to invade the privacy of Units, harass, or cause injury to any person.

## **SALES**

Applications for all sales must be conducted through the Whitney Beach Condominium Association. Specific provisions established in the Declaration of Condominium on April 24, 2023, Article 11.1, 11.2, 11.3 must be followed by an owner(s) who wishes to make a sale or other transfer property and require him/her to obtain the approval of the Association. Any such transaction which does not comply with these provisions, or which is disapproved is void unless or until subsequent Association approval is obtained.

### **Sales Application**

Applications for sales must be submitted using the Application for Sales and Supplementary Forms found on the website. Every application, completed and signed by the seller and buyer, must be approved by the President of the Board of Directors, and must be accompanied by a non-refundable application fee to cover the administrative costs of handling.

### **Sales Requirements**

Sellers are expected to be the primary applicant for the sales and approval process. The application process should be coordinated either by the owner (seller) or the broker. The buyers must provide the required information, ensure that the information is factual, and consent to

the inquiries necessary for approval. A current copy of the Whitney Beach Declaration of Condominium, Articles of Incorporation, Bylaws, and the Rules and Regulations must be provided to the buyers. Buyers must also agree to abide by the governing documents of the association and the rules and regulations.

Sellers are expected to provide their brokers with a copy of the “Frequently Asked Questions” and authorized descriptions of the association available from the property management company.

### **Sales Procedure**

At least 14 days prior to settlement, an application must be received by the Association. The steps for executing the sale process are as follows (described more fully in Appendix J):

1. The owner or broker approaches WBA via the management company and obtains the application packet.
2. The owner or broker submits the application and a \$100 fee for review.
3. The association manager conducts the application review.
4. The application is approved or disapproved by the president of the WBA board or the president’s designees.
5. Notifications are sent to sellers, buyers, and other parties.
6. The new owner is recorded in the databases and welcomed to Whitney Beach.

### **FREQUENTLY ASKED QUESTIONS AND ANSWERS**

Condominium associations are required by the State of Florida (Rule 61B-23.002) to prepare and maintain annually a Frequently Asked Questions and Answer Sheet (FAQ) to be available to current owners and potential buyers. The following statements are summary in nature. Prospective buyers should refer to all condominium documents as referenced herein. This FAQ is current as of 12.31.16.

1. Q: What are my voting rights in the condominium association?

A: As provided in the Articles of Incorporation and the Bylaws, there shall be one vote per unit to be exercised at meetings of the association and elections.

2. Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Units are limited to single family residential use. Owners are allowed pets. Tenants may not have pets. For more details concerning these and other restrictions, please refer to the Declaration of Condominium and the Rules and Regulations of the Association.

3. Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: Owners are permitted to rent their units to tenants for a minimum term of one month or thirty consecutive days. Applications to lease are required for each rental and are subject to

approval by the Board of Directors. Additional requirements governing rentals and leases are specified in the Rules and Regulations.

4. Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: The HOA fee for all units is established in each November budget for the following year. Fees are due in advance on the first of the month.

5. Q: Do I have to be a member of any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A. Owners automatically become members of the Whitney Beach Conservancy; the adjacent two-acre ocean-front property preserved for recreational use. Owners are granted one vote per unit and the monthly assessment is included in the monthly maintenance fee.

6. Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: Owners of boats may apply for docking slips but pay a yearly fee if approved. Owners of Kayaks pay a yearly fee for use of the Kayak racks. Otherwise, fees are not levied for use of recreational or commonly used facilities.

7. Q: Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No.

8. Q: Is a Capital Reserve Fund in place?

A: Yes, a Capital Reserve Fund is in Place. However, the existence of a capital reserve does not eliminate the possibility of special assessments for capital improvement projects.

9. Q: Is there a requirement for approval to renovate or do construction inside or outside a unit?

A: Yes. Any alteration or renovation must be submitted in writing to the Board of Directors for review and approval as described in the Rules and Regulations. Any changes to the common elements or limited common elements if approved by the Board of Directors become the responsibility of the current and any future owners to maintain, repair, and/or restore.

## **SMOKING**

Whitney Beach considers itself a smoke-free community. Smoking is prohibited anywhere on the Whitney Beach Condominium grounds. This includes common elements, limited common elements, pools, patios, ground and second floor walkways and limited common elements such as patios, lanais etc. Smoking is permitted inside condominium units to the extent it does not become a nuisance complaint.

## **SOLICITATION AND SIGNAGE**

No soliciting of any kind for commercial purposes is permitted on the grounds or buildings of Whitney Beach. This includes selling/renting a condominium Unit, or sales of products, materials, and services. Signage/Advertising of any kind is not permitted. This includes signage



on vehicles parked overnight on Whitney Beach property. Upon prior approval from the board of directors, distribution of flyers and notices to units is permitted for business relating to owners and condominiums. An exception is that by Florida statute, any owner may display one United States flag that does not exceed the dimensions of 4 ½ feet by 6 ½ feet in size.

## **STEP OUTS**

Owners of first-floor end Units are permitted to install rectangular step-outs in the common element areas at the rear of their Units subject to approval by the Board of Directors. A step-out is defined as the construction of a rectangular platform in the ground outside the rear of a Unit for purposes of ingress and egress to and from that Unit. The following standards apply to requests for approval of step-out platforms: (a) the width of the proposed platform must not exceed the width of the door opening (whether a sliding glass door or another door or a combination thereof), a maximum of 144 inches wide, and the depth must not exceed the lesser of two steps in the direction of travel or 39 inches deep; and (b) the material must be a hardened substance of stability and appearance appropriate to a safe and attractive step-out and of a color and texture that is consistent with the style and quality of the currently installed step-outs made of river-rock or the installed paver-walkways throughout the common areas of the property. Upon submission of an Alteration/Modification Request and approval by the Board of Directors, the installation of step-outs must follow Association guidelines for construction projects and be undertaken at the expense of the owner. The step-out areas will remain as common areas and subject to the rules and regulations of the Association for common areas. Owners who have step-outs must maintain them as prescribed in the rules and regulations of the association. Step-outs are solely for ingress and egress to the outdoor area and must be kept clear for purposes of safety and appearance.

## **SWIMMING POOLS**

Pool hours are 8:30 AM to sunset. The pools are for Whitney Beach owners, guests of owners, and renters only. Compliance with posted pool rules is required. It is suggested that owners who observe an infraction diplomatically encourage adherence to the rules.

All persons are required to shower before entering the pools, including those returning from beaches (for the removal of sand, salt, and suntan lotion). The pool showers are solar heated. All persons approaching the pools should wear sandals or rinse soiled feet at the showers before entering the pool deck area. Of special concern is the problem of suntan oil or lotion fouling the water and equipment. Suntan oil is not to be used if using the pool or pool furniture. Please protect the poolside furniture by covering it with towels while sunning.

The pool capacity is 12 persons.

Children under the age of 12 must be accompanied by an adult.

Persons who are ill are prohibited from using the pool. Any person who is incontinent (adult or child) must wear appropriate waterproof clothing.

Diving and running are not permitted.

Rafts, squirt guns, and snorkeling equipment are not allowed in the pool or pool area. Floaties, life jackets, pool toys, and noodles for safety and stability are permitted. Please be considerate of others who might be wanting to use the pool for exercise or lap swimming.

No food is permitted in the pool areas except during Association sanctioned events.

No glassware of any kind is permitted. Use of paper or plastic containers for beverages is advocated, but please deposit used containers in receptacles provided before leaving.

Pool equipment is not to be tampered with. Life rings are provided for emergencies only; they are not to be used as playthings. Pool furniture is not to be removed from poolside.

The safety line in the swimming pools may only be removed for lap swimming with a Safety Attendant present. It must be reattached immediately after the lap swimming is done.

Umbrellas must be closed when leaving the pool area. Umbrellas, if left open, can become airborne with strong winds, causing injury or property damage.

Disturbing noises, loud voices, talking on cell phones, and radios without listening devices are not permitted.

No smoking is permitted in pool areas. No pets are permitted in pool areas.

All persons using pools do so at their own risk. The Association does not furnish lifeguards or other attendants at its pools or at the Conservancy and Beach. Owners, renters, and guests are responsible for the safety of themselves, members of their families, and guests using swimming facilities; and in so using or permitting to be used, assume all responsibility for their own safety and expressly waive any and all claims against the Association, its Officers and employees for negligence or otherwise.

## **TENNIS/PICKLEBALL/SHUFFLEBOARD/HORSESHOES**

Please observe the instructions regarding the use of the tennis/pickleball court reservations posted in the box on the fence nearest Gulf of Mexico Drive. Proper tennis attire includes shirts and appropriate footwear on the courts at all times. Street shoes and sandals are not allowed on the courts. The code for the combination locks at the tennis courts and shuffleboard locker can be found on the website or call the Property Manager if the code is not working properly.

## **TRASH AND RECYCLING**

### **Non-Recyclable Trash**

Trash collection is at 7:00 am on Monday and Thursday mornings. All trash must be bagged in plastic bags and placed in the outside underground receptacles at each end of the building. Do not use recycled plastic or paper grocery bags that frequently break and spill trash on the property.

Most perishable vegetable, animal, and similar refuse may safely be put through your sink disposal units. No large items such as furniture, rugs, mirrors, construction materials, etc. are

allowed in this area. Call Waste Management directly to arrange pickup for large kitchen appliances, furniture, carpeting, rugs, mirrors, construction materials, etc. from your unit.

Any hazardous materials must be disposed of per town and Florida codes.

### **Recyclables**

Recyclable collection is Monday morning only. Recycling areas are located on each driveway behind fencing. It is important to keep this area in order at all times. All recyclables must fit into the appropriate blue containers. Overflow is not permitted. Items for recycling may be deposited at any time in the containers in the designated storage pens. Please use the pen in your area only. **Do not put recyclables in paper or plastic bags or boxes.** Cardboard may only be recycled if it is broken down and fits within the blue containers. See Waste Management for information posted on the recycling bins on what can/cannot be recycled.

Corrugated cardboard that does not fit in blue recycling cans should be flattened and placed outside your unit, alongside the underground receptacles for normal Monday and Thursday pickup.

### **UNIT INSPECTION**

Association's Access to Units. The Association has an irrevocable right of access to the Units and Limited Common Elements for the purposes of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect to the rights of Occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association maintains a passkey to all Units. No Unit Owner shall alter any lock, nor install a new lock, which prevents access with the passkey, unless the Unit Owner provides a key to the Association and provides the security code to disarm the security system, if any. If the Association is not given a key or the security code, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to the Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to the Unit caused by the non-availability of a key or security code. The Association shall charge the expenses so incurred to the applicable Unit Owner and may pursue collection via any of the methods, and with accrued interest, as provided in Section 6.4 of the Declaration of Condominium.