



## **RULES AND REGULATIONS FOR ALTA MAR, A CONDOMINIUM**

### **INTRODUCTION:**

It is the goal of the Association to maintain luxurious and economically well-managed Common Elements and it is believed that these rules will aid in attaining this goal. Your Board of Directors welcomes the assistance of all the Owners in the enforcement of these regulations.

Violations should be reported to the Manager of the Condominium in writing, not to the Board or Officers of the Association. Owners are responsible for compliance of their guests, invitees and tenants.

In addition to the terms, provisions, agreements, covenants, conditions and restrictions contained in the Declaration, the Articles of Incorporation, and the Bylaws, the following rules and regulations shall apply to the use of the Units, Common Elements, and Limited Common Elements.

1. The sidewalks, entrances, passages, patios, balconies, courts, stairways, corridors, vestibules, elevators, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any bicycles, carriages, chairs, tables, toys, play equipment, sporting equipment, carts (other than those provided by the Association), or any other similar objects, be stored therein. Rugs or mats must not be placed outside of doors or in corridors.
2. The personal property of Unit Owners must be stored in their respective Units or in assigned storage lockers, if any. Bicycles must be stored in the owners respective Unit, assigned storage locker, or designated areas, only.
3. Unit Owners/tenants shall not permit anything to fall from a window or door of the Condominium Property; Sweeping or throwing any dirt or other substance from the Condominium Property onto any of the balconies or elsewhere in the Building or upon the Common Elements is not permitted. Mopping and cleaning of balconies are allowed as long as they do not violate the aforementioned rule.
4. Unit Owners, their family members, servants, employees, agents, invitees, visitors or licensees, shall not make or permit any disturbing noises in the Building, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners including, but not limited to the examples listed below:
  - a. No Unit Owner/Tenant shall play or permit to be played any musical instrument, television, radio, sound amplifier or other sound-producing equipment in the Unit in such a manner as to disturb other residents.
  - b. Radios, televisions or other electronic devices which interfere with the television or radio reception in another Unit are not permitted in any Unit.
  - c. No Unit Owner/Tenant shall conduct, nor permit to be conducted at any time, vocal or instrumental instruction which disturbs other residents.
  - d. Carpentry, carpet laying, picture hanging or any trade (or do-it yourself) work (including moving items in or out, or deliveries) involving any noise must be done between the hours of 8:00 a.m. and 4:00 p.m. weekdays ONLY (no exceptions). NO WEEKENDS, NO HOLIDAYS.
  - e. Owners and renters may only move in or out between the hours of 8:00 a.m. and 4:00 p.m. weekdays ONLY (no exceptions). NO WEEKENDS, NO HOLIDAYS. No moving of furniture or household items nor delivery of furniture or appliances including professional movers/delivery personnel, do-it-yourself/rental truck/friend's pick-up truck/ personal vehicle/etc. may occur after 4:00 p.m. weekdays and never on a weekend or holiday.
  - f. Restrictions on volume levels of all sounds emanating from a Unit regardless of source shall be enforced between the hours of 11:00 p.m. and 8:00 a.m.
  - g. Members and guests gathering on balconies, patios, decks, etc. must be cognizant of the time of day/night. The rights of other owners and guests must be respected by keeping noise levels within reasonable limits during all hours, but especially during the hours listed above. This is especially sensitive in Units surrounding the pool area, since sounds echo and are amplified by the building's configuration.
  - h. All other unnecessary noises, such as loud talking in hallways or slamming of doors, especially between the hours of 11:00 p.m. – 8:00 a.m., should be avoided.
  - i. Unit Owners/Tenants shall be liable for all damages to the Building caused by receiving deliveries, or moving or removing furniture or other articles, to or from the Building. Unit Owners will be jointly and severally liable for damage to the Condominium Property caused by their tenants during move in or move out. All truck deliveries shall be made through the entrances designated by Management.
5. No advertisement sign, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Condominium Property, with exception for signs used by the Association. However, owners and their real estate agents may install no more than two temporary "Step Stake" type "Open House" signs in locations specified by management, which must be put up no sooner than one hour before the open house event and which must be removed no later than one hour after the event.

6. The Association shall retain a pass-key to all Units. No Unit Owner/Tenant shall alter any lock, nor install a new lock, without the prior written consent of the Board of Directors.
7. The Property Manager is not responsible for selling/renting/showing Units or providing access to Units, and should not be asked or expected to do so. This is the responsibility of the Unit Owner. Owners who have Units to sell or rent are requested to supply their real estate/rental agents with a key to the Unit in question. Lock boxes are allowed in an area designated for this purpose.
8. Vendors, service personnel, real estate agents, etc. must check in and check out with the management office and must sign the log book before given access to the building.
9. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements, Common Elements or Storage Units, except such as are generally used for normal household purposes or for licensed vendor work within the building.
10. Fires, electric, gas, charcoal or other cooking devices; devices which emit smoke, odors or dust are not permitted on any patio, terrace or balcony. Outside cooking is only allowed in designated areas, using devices provided by the Association for this specific purpose, during the hours of 8:00 a.m. to 10:30 p.m.
11. A Unit Owner/Tenant who plans to be absent for an extended period of time and/or during the hurricane season must prepare the Unit by removing all loose objects and movable objects, including furniture, from the balconies prior to their departure. They must designate a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, and furnish the name(s) of such firm or individual to the Association prior to his departure.
12. To maintain a uniform appearance to the exterior of the Building, no awnings, screen, glass enclosures or projections, ceiling fans shall be attached to the outside walls or to any balcony nor shall any canopy, shutter, decorative wall-hanging, thermometer, planter or wind chime or other projection be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portion of the Building or on the Common Elements, (i.e., you may not drill a hole into the building exterior- even on your balcony – nor any other Common Area as this creates an opening for water intrusion/damage.) This includes any type of screen or umbrella. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on balcony ledges. No objects shall be hung from balcony railings or window sills. No cloth, clothing, rugs, mops or other similar items, shall be hung upon, or shaken from, windows, doors, balconies or terraces. Reference herein to balconies shall include patios, terraces and roof areas. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States Flag in a respectful way and no rule or requirement set forth in these Rules and Regulations shall restrict such right. Bicycles, carts and strollers may not be stored on balconies.
13. No exterior antennae shall be permitted on the Condominium Property.
14. Goods and packages addressed to Unit Owners/Tenants and United States Postal Service deliveries must be delivered to the individual Unit or dropped off in the mailroom common area. If a signature is required, management will accept/sign and keep in management office until picked up by owner. Due to limited space availability, acceptance of packages is on a first come, first served basis. Association storage is not to be used for business inventory; business inventory deliveries will be rejected. Goods and packages will not be held longer than 48 hours unless written arrangements have been made with the management office. The Association shall not be responsible for the loss of or damage to any such property, even though such loss or damage may occur through the carelessness or negligence of the employees of the Association.

Perishable Items must be picked up upon the date of delivery. Perishable items cannot be left in the mailroom to spoil and create a health hazard.

15. Owners/Tenants their families and guests, must be in appropriate attire (shoes, shirt, bathing suit cover up) while in, or using the lobby, lounge, game rooms, or fitness room or any common area.
16. Toilets and other plumbing shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags or other foreign substances (feminine hygiene products, dog waste matter, disposable diapers, kitty litter), shall not be dispose of in toilet. The cost of any damage resulting from misuse shall be borne by the Unit Owner/Tenant responsible for the damage. Unit Owners will be jointly and severally liable for damage to the Condominium Property caused by their tenants.
17. Unit Owners/Tenants are not permitted on the roof for any purpose, except as permitted specifically by the Declaration.
18. There shall be no door-to-door or other solicitation by any person anywhere in the Building for any cause, charity or any purpose whatever.
19. No Unit Owners/Tenants shall allow the corridor entrance door to their Unit to be propped open for any purpose other than for immediate ingress and egress.
20. Where curtains are other than white or off-white, they must be lined, or “under draped” or “black-out” draped in white. The aforementioned liners must be approved by the Board of Directors before use. No reflective material of any kind shall be permitted on windows, except as otherwise provided herein.
21. Odors. No noxious odors, including but not limited to tobacco and marijuana, shall be generated in such quantities that they permeate to other Units or to the Common Elements and become obnoxious to other Unit Owners. Normal cooking odors normally and reasonably generated shall not be deemed violations of this regulation. Smoking, in all its forms, is prohibited in all indoor common areas of the property available for general use, as well as on the pool deck and under the pergola. Please be respectful of your neighbors and refrain from smoking where it may affect others or carry into a neighboring Unit. Tenants and their Guests may not smoke in their Units, including on the terrace
22. No waterbeds or fish tanks are to be brought into the Units for any reason whatsoever.
23. All owners and occupants must park in assigned spaces. Additional parking may be leased through the association for a nominal fee. Visitor parking is available for up to two weeks on a first come, first served basis. The Association reserves the right to tow unauthorized vehicles at the vehicle owners’ expense. See details of parking rules in the attached document entitled *Parking Rules*.
24. No Owner, tenant or guest shall park any commercial vehicle or truck (as hereinafter defined), HUMVEE or HUMMER vehicles, boat, camper, motor home, trailer, mobile home or similar vehicles in the garage (gated or visitor) or elsewhere on Condominium Property. The visitor section is the first floor of the garage. The gated section of the garage is the second, third and fourth levels. The words, “commercial vehicle or truck” exclude any pickup truck or similar vehicle having a capacity of less than three-quarters of a ton, used for personal noncommercial transportation purposes, and not exhibiting any commercial equipment or cargo, and shall further exclude any automobile bearing a small sized sign with a business name.

The vehicle entry height on the gated section garage is limited to a clearance of 6’8”. Vehicles above 6’8” in height are not be allowed to park in or enter any part of the garage. Vehicle width for a vehicle parked in any part of the garage may not exceed the width of the parking lines on each side (8’ wide), and there must be enough room to open vehicles doors for ingress and egress of vehicles without damaging other vehicles parked nearby. Vehicle length for vehicles parked in any part of the garage shall not extend more than 15 inches beyond the painted parking lines. All tow hitches and similar apparatus must be removed from vehicles before entering the garage and may not be left on a vehicle parked in any portion of the garage.

Vehicles leaking fluids are not allowed to park in any portion of the garage, except as provided below. An owner/tenant's vehicle, which is leaking fluid, must be immediately moved to the visitor section of the garage, for a maximum period of five (5) days, to allow the vehicle owner time to make arrangements for the repair of the vehicle leak. The vehicle owner must place a mat, catch tray or cardboard under the leaking vehicle and monitor and prevent leaks onto the garage floor until repairs can be made. All repairs must be made or vehicle removed from the Condominium Property within 5 business days of the discovery of a leak and no leaking vehicles can be parked in the visitor section of the garage for more than five (5) days after the discovery of the leak.

25. Any vehicle which cannot operate on its own power or is unregistered or uninsured shall NOT be permitted on the Condominium Property.

Washing or repairing vehicles on the Condominium Property is prohibited.

Only vehicles registered with Alta Mar Management are allowed to park in the garage. Non-vehicle items such as coolers, fishing poles, carts, beach chairs, umbrellas, etc. are strictly prohibited from being kept or stored in parking spaces or anywhere in the garage.

Vehicles parked on Condominium Property in violation of the Rules and Regulations may be towed at the vehicle owner's expense.

26. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights in the event of failure to so comply as stated in such documents.
27. The Association may levy and impose a reasonable fine of \$100.00 per day for each violation (in addition to reimbursement for damages), for failure of the Owner of the Unit or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Articles of Incorporation, the Bylaws or Rules and Regulations adopted by the Association. Subsequent violations will result in fines of the maximum amount permitted by law. Fines for ongoing violations may be up to \$1,000.00.
28. Garbage shall be disposed of by using individual Unit garbage disposals or, when not feasible, along with the trash in the chutes provided in the "Trash" rooms. All trash and/or garbage to be disposed of in a trash chute must be contained in securely closed (non-leaking) plastic trash bags to avoid blocking the chute and damaging flooring. Large items that will not fit into the chute must be brought to the dumpster area (guest garage, lower level) for disposal by maintenance personnel.
29. Cardboard boxes must be broken down and disposed of in the recycle bin designed for that purpose, and located on the first floor west and east ends of the garage. In addition, newspapers, magazines and other recyclable paper products must be disposed of in the same recycle dumpster. See the attached *Current List of Recyclable Products* for the types of paper and cardboard that are recyclable. Plastic, glass, and metal containers as listed in the *Current List of Recyclable Products*, must be disposed of in the joint cardboard/recycle bins on the west and east ends of the first level of the garage.
30. Disposal of hazardous materials (corrosive, flammable, toxic, etc.) must be brought to a designated City or County site for proper disposal. (239-321-8050 – [www.cityftmyers.com](http://www.cityftmyers.com)) These materials include, but are not limited to the following:

Fluorescent Tubes  
Pesticides  
Paint thinners

Polishes  
Paint strippers  
Drain cleaners

Pool chemicals  
Car/motorcycle batteries

Switches & thermostats containing mercury  
Automotive oil & antifreeze

31. Management Office Hours of Operations are Monday through Friday 8 a.m. to 4 p.m. If an emergency call 866-378-1099 (fire, flood, blood). If a life threatening emergency call 911.
32. Unit Owners / Tenant may not send Employees of the Association on personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association. Association Personnel are not permitted to perform personal work of any kind on your behalf.
33. Animals. In no event shall any animal other than cats or dogs be kept in any Unit or Limited Common Element or brought onto the Condominium Property. No animal(s) shall be kept in any Unit without first giving written notice to Management, which notice shall describe such animal(s) by species, height, weight, and coloring; provided, however, in the event any animal becomes, in the sole opinion of the Board, a nuisance or danger to the other Residents, such animal shall be removed from the Unit and Condominium Property immediately upon receipt of notice by the Association. No animals which exceed thirty-five (35) pounds at maturity shall be permitted. In addition, only Unit Owners may keep pets and entertain Guests with pets. Guests and pets staying longer than overnight must register with Management. Tenants may not have pets nor Guests with pets nor may they “pet sit” in the Unit. In no event shall more than two (2) animals be kept in any Unit or Limited Common Element. If an Owner registers or has registered a pet that exceeds thirty-five (35) pounds at the time of recordation of this Declaration in the Public Records of Lee County, Florida, that pet or those pets shall be “grandfathered-in” under the previous pet policy. Any pet that has been “grandfathered-in” may be replaced with an animal of similar mature weight upon its death. Any pet that has not been duly registered with Management, in the manner described above, shall be deemed unapproved and subject to immediate removal. All Owners, Guests, and dog walkers must pick up after their pet on Alta Mar property and dispose of waste in designated bins. Pets are not permitted on the pool deck nor on the patio outside the library.
34. No drones allowed (example but not limited to: helicopters, planes, boats, video recording devices etc.)
35. Attached hereto is the Association’s application form entitled “Application for Lease, Gift, Devise Purchase or Inheritance Approval” (the “Application”). The Application, including the requirements thereof, are deemed part of any incorporated into the Rules and Regulations.