

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

**RULES &  
REGULATIONS**

Revised: 5/5//26

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## CODE OF CONDUCT

**This code of conduct outlines the expectations for all OWNERS, Residents, Family, Guests, Invitees, Tenants, and Employees.**

**Be courteous and respectful to each other and to association property.**

**Any form of harassment or inappropriate behavior will not be tolerated. Any conduct that interferes with anyone's quiet use and enjoyment of their property is prohibited.**

**Together, we can maintain a safe, healthy, and peaceful environment for all to enjoy.**

### GENERAL PROVISIONS

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

OWNERS, Residents, Tenants, and Guests shall comply with all RULES. OWNERS and Residents are responsible for their Guests and Tenants complying with ALL ASSOCIATION rules, and Tenants for their guests. Failure to comply may increase liability in the event of any loss, damage, accident, or death. **If you observe violations, please advise the Board and Management via email.**

### OCCUPANCY

**Each unit shall be used as a single-family residence. As used herein, "single family" or words of similar import shall be deemed to include natural persons living together, who may, but are not required to be, related by blood, marriage, or adoption, and their parents, grandparents, children, stepchildren, sons and daughters-in-law, siblings, grandchildren, and their spouses or domestic partners.**

**OWNERS may be single families, revocable trusts, partnerships, limited partnerships, S Corporations, or any form of ownership recognized by the State of Florida to own real estate. The right to vote, attend Board of Directors meetings, and enjoy OWNER rates at Island Dunes Country Club facilities shall be limited to two persons per unit. Copies of all ownership documents shall be provided to ASSOCIATION management if requested.**

### OCCUPANCY LIMITATION

The total number of people allowed to occupy a unit overnight is limited to six (6) persons per two-bedroom unit and eight (8) persons per three-bedroom unit. OWNERS, Residents, Tenants,

and Guests may request additional overnight occupancy for no more than 7 nights by submitting a written request to the BOARD. The BOARD shall notify the OWNER, Resident, Tenant, or Guest in writing of its decision, which shall be in the BOARD's sole discretion.

### **GUESTS**

Guests or family of an OWNER or Resident occupying a Unit when the OWNER or Resident is not present for more than thirty (30) days shall be deemed Tenants and must be approved under this provision. Guests of a tenant are not permitted at any time to occupy a Unit when the tenant is not present. OWNERS or Residents may not accept rent from Guests.

### **ANNUAL INSPECTIONS/CERTIFICATIONS**

As part of our ongoing effort to protect our building and keep costs down, we are implementing a program to have the OWNERS, Residents, and Tenants take responsibility to inspect and report annually on the following items:

1. Inspection of and written verification that you have the required water leak protection alarms located at every sink, toilet, washer, water heater, refrigerator with a water line, air conditioner, and any other water-related device, and they are in working condition.
2. Inspection of and written verification that you have visually inspected the main water shutoff valve and water heater valve in your unit and that there appear to be no leaks or excessive corrosion.
3. Inspection of and written verification that you have looked at the manufacturer's label on your water heater tank and that the manufacturer's date of the unit is less than 10 years from the date of installation.
4. All OWNERS, Residents, and Tenants must have the air conditioning compressor and related equipment serving the unit inspected and serviced by a duly authorized and licensed air conditioner technician at least one time per year, and A/C lines must be cleaned out at least one (1) time per year. Documentation of required services must be provided to the ASSOCIATION Office at the time of service. Expenses are the responsibility of the OWNER, Resident, or Tenant.

Management will provide, on an annual basis, documents requiring the OWNER'S signature. These documents must be returned to the Admiral Office within 30 days of mailing. If, after 30 days from the date of the letter, the OWNER has not returned signed documents to the Office, the Association may levy reasonable fines against the OWNER(S) pursuant to Section 6.9 of the Bylaws for any violation of this section. (See Attached Certifications)

### **RULE VIOLATIONS**

The ASSOCIATION amended its Bylaws as of February 29, 2024, by adding section:

"6.9 Fine for Non-Compliance. The ASSOCIATION may levy reasonable fines against unit OWNER(S) for the failure of the owner of the units, or its occupant, licensee, or invitee, to

comply with any provision of the Declaration, the ASSOCIATION Bylaws, or reasonable rules of the ASSOCIATION. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall, in the aggregate, exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a Committee of other unit OWNERS. If the Committee does not agree with the fine, the fine may not be levied."

The property OWNER will be given notice in writing of any impending rule violation. They will have the opportunity to dispute the violation at the BOARD meeting when the violation is presented.

The BOARD shall appoint a committee of at least three (3) unit OWNERS to serve as the committee described within 6.9 of the Bylaws.

Any conclusions of the committee to either confirm or reject any levy require a simple majority. A minimum of three committee members will constitute a quorum. The ASSOCIATION reserves the right to issue warning letters to OWNERS whenever deemed appropriate.

### **ADVERTISING**

The Admiral Building is a Residential Condominium. Business or Commercial activity that intrudes on the residential character of the building or the rights of the OWNERS, Residents, Tenants, or Guests is strictly prohibited.

Soliciting for any purpose is prohibited on ASSOCIATION property.

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

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

### **OFFICE HOURS**

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

## **EMPLOYEE DUTIES**

All employees are prohibited from performing any work for OWNERS, Residents, Tenants, or Guests except in an extreme emergency.

## **SECURITY**

All OWNERS, Residents, Tenants, overnight Guests, and visitors must sign the Lobby Logbook when arriving and when leaving. The Admiral Manager must be notified of planned occupancy arrival and departure dates of any OWNER, Resident, Tenant, or Guest, irrespective of the length of stay.

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

The Manager must be informed a minimum of 24 hours in advance of any scheduled service and/or expected deliveries where the delivery person has to enter the building.

The ASSOCIATION and its employees will not be responsible for any loss or damage resulting from admissions authorized by an OWNER, Resident, Tenant, or Guest.

## **NOISE**

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

## **PETS**

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

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

An OWNER, Resident, Tenant, Guest, or prospective buyer seeking the approval of a service or emotional support animal must do so to the Association's Board of Directors prior to arriving at the ASSOCIATION property with the animal. You must allow for the 30-day period in which the Board will review the application and provide notification in writing. Policies and Procedures for doing so are available from the ASSOCIATION'S office.

## **ACCESS TO UNITS**

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

## **WEST BALCONIES**

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

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

## **EMERGENCY NOTIFICATION**

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

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

## **MAINTENANCE EMERGENCIES**

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

The main water valve and the hot water tank heater must be turned off during absences of twenty-four (24) hours or more. We also recommend you turn off your icemaker.

Working water alarms must be in use at every sink, toilet, washer, water heater tank, refrigerator with a water line, air conditioner, dehumidifier, and any other source of water that can cause damage to Admiral property.

We strongly encourage the use of smart water leak sensors.

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

Toilets, baths, showers, sinks, and garbage disposals shall not be utilized to dispose of any items or articles that could possibly result in clogging, blockage, flooding, leaking, etc., of the Unit or common area fixtures.

### **GARBAGE DISPOSAL**

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

### **FIRES**

If a fire is suspected, the building's fire alarms will sound. Elevators will automatically return to the lobby and become inoperable.

When an alarm sounds, residents should **remain where they are and shelter in place** unless they see fire, smoke, or an active sprinkler in their unit or nearby.

If you see **fire, smoke, or a sprinkler activating**, evacuate immediately using the stairwell **farthest** from the hazard:

- **Stacks 1, 2, and 3:** Use the **North stairwell**, if possible.
- **Stacks 4, 5, and 6:** Use the **South stairwell**, if possible.

If you must evacuate, enter the stairwell, stay calm, and descend in **single file**. Announcements should be audible inside the stairwells. All stairwells exit onto the parking deck.

You will be notified by the fire department or management when it is safe to re-enter the building.

For handicap/elderly residents, please head to the West balcony and wait for the fire department. Please advise the office in advance if you require assistance so you can be added to the list.

### **HURRICANE AND TORNADO PROCEDURES**

1. Listen to the local radio or TV weather station for updates.
2. Remove all items, chairs, tables, etc., from the West balconies
3. Do not put anything in trash chute hallways, trash chute rooms, or electrical access rooms.
4. Close and properly secure and lock ALL storm shutters.

5. Close and lock ALL doors, sliding glass doors, and windows.
6. Take shelter in an interior hallway or bathroom. Stay away from windows.

### **ATTIRE**

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

### **SMOKING**

Smoking or vaping of any kind is not permitted in any of the interior or exterior common areas. If the OWNER permits, smoking or vaping is only permitted in their unit and on their balconies. Smoking marijuana is prohibited on all ASSOCIATION property, including common areas, within individual units and on unit balconies. The ASSOCIATION provides reasonable accommodations to persons who require the assistance of smoking marijuana. Any request for accommodation should be submitted to the ASSOCIATION. The pertinent medical accommodation forms are available in the Admiral office.

### **BALCONY CLEANING**

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

### **ASSOCIATION COMMON AREAS**

Common areas shall not be used for commercial purposes. All the facilities are for the use and enjoyment of OWNER, Residents, Tenants, or Guests who are in residence in the Admiral building.

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

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

Use of unlicensed non-motorized vehicles, with the exception of Bicycles is prohibited on ASSOCIATION property.

Bicycles (non-motorized), E-Bikes, E-Scooters, Electric Wheelchairs, and Segways are the only unlicensed modes of transport permitted on ASSOCIATION property. Bicycles, E-Bikes, E-

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

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

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

OWNERS, Residents, Tenants, or Guests are always to cooperate by leaving common areas neat, clean, orderly, and ready for the next person to use. Kindly return all furniture to its original location.

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

### **PRIVATE EVENTS**

Private events are defined as events that are not open to the OWNERS, Residents, Tenants, or Guests of the building who are not hosting or invited to the event, and where there is exclusive use of one or more areas.

Private events are prohibited at the swimming/hot tub pool area. Private events may be held in any of the "social gathering" areas (library, media, billiard or social rooms, the lanai, or the North terrace).

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

### **GRILLING**

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

areas neat, clean, orderly, and ready for the next person to use. Trash must be placed in the designated containers. ALL trash with food content must be returned to your unit for proper disposal. (This is to avoid attracting bugs, pests, raccoons, vermin, etc., to the outdoor area.)

### **SWIMMING POOL AND HOT TUB**

1. Users of pool/hot tub do so at their OWN RISK. There are **NO** lifeguards.
2. **Diving into the pool is strictly prohibited.**
3. Hours are 6:00 A.M. to 11:00 P.M.
4. Proper pool attire must be worn at all times.
5. Showers must be taken before entering the pool or hot tub.
6. When returning to the pool area from the beach, shower or hose off all sand at the dune walk rinse station. Beach tar must be removed; supplies are provided in the black box on the dune walkway to the beach.
7. Washing sand and salt from any items (beach chairs, shells, swim aids, etc.) must be done at the dune walk rinse area, never in any water fountain, sink, or interior shower.
8. Diaper-dependent persons must wear waterproof pants in the pool or hot tub.
9. Children under twelve are prohibited from using the hot tub; this includes sitting on the steps or on the sidewall.
10. Children under twelve must be accompanied by an adult at all times when in the pool or at the pool area.
11. Glass or other breakable items are strictly prohibited in the entire pool, hot tub, adjoining patios, and sun-sheltered areas.
12. Food is to be kept and consumed at the tables in the sun-sheltered areas. Beverages outside of this area, except water, must be in sealed, spillproof, non-breakable containers. Under NO circumstance is food or beverages other than water permitted in or within four (4) feet of the pool or hot tub, per the FL State Health Department. Water in non-breakable containers (commercial bottles, Yeti, or similar) is allowed on the pool wet deck for patron hydration.
13. Trash must be placed in the designated containers. ALL trash with food content must be returned to your unit for proper disposal. (This is to avoid attracting bugs, pests, raccoons, vermin, etc., to the outdoor area).
14. When in swimwear, lounges and chairs must be covered with towels or other coverings when in use.
15. As a courtesy, please do not use your cell phone on speaker mode.
16. Playing games, throwing balls, running, shouting, radios, etc., without earphones, and anything else that disturbs the enjoyment of others is prohibited.
17. All devices other than life preservers, noodles, swimmies, and swim aids are prohibited in the pool/hot tub.
18. When leaving the pool/hot tub area for the day, please return lounges and chairs to their original location, take all personal belongings, and leave the area neat, clean, orderly, and ready for the next person to use.
19. When returning to the building, keep all interior floors dry. **Dry off - NO dripping.**

## FITNESS CENTER

1. Children under 16 are prohibited from being in this facility, OWNER'S minor children ages 12 to 15 may use the gym with a parent present. No exceptions.
2. Dry off and clean equipment after use.
3. No personal equipment may be left in the Fitness Center.
4. Play TV at a reasonable volume, respectful of others.
5. Food and beverages, except bottled or sealed water, are prohibited.
6. Hours of use are 6:00 A.M. to 10:00 P.M.

## BILLIARD ROOM

1. Children under 16 must be accompanied by an adult.
2. Use equipment in the proper manner and replace it when finished.
3. Dry snacks such as chips and pretzels may be served only on the high-top tables. Beverages must be in non-breakable containers and remain in the high-top area
4. Hours of use are 9:00 A.M. to 10:00 P.M.

## PARKING AND GARAGE

There is a ten (10) mile per hour maximum speed limit in all driveways and garage areas. Limited common elements include interior parking spaces and exterior parking areas.

1. Each OWNER is assigned ONE parking space in the garage as provided in the Condominium Documents. OWNERS', Residents, Tenants, and Guests can use their garage space if the office is notified as to arrival and departure.
2. Vehicles may be parked front in or back in. It is the OWNER'S responsibility to pay for any damages to the building caused by your vehicle. **OWNERS, or Residents must have written permission filed in the Office to use another OWNER'S parking place in the garage.** No motorcycles, motorbikes, boats, RV trailers, campers, off-road vehicles, tractors, trucks over  $\frac{3}{4}$  ton, or other commercial vehicles or unlicensed vehicles are permitted on ASSOCIATION property except in the service area to load or unload.
3. Vehicles in violation will be towed at the vehicle OWNER'S or Residents' expense.
4. Playing in the garage or on the parking deck is prohibited.
5. The ASSOCIATION assumes no liability or responsibility for vehicles driven or parked on ASSOCIATION property.
6. Damage done to any property, including ASSOCIATION property, by use of any vehicle or by any other means must be reported to the Manager. The cost of repairs or replacement will be the obligation of the party causing the damage.
7. **Nothing shall be stored on or in any parking spaces, aprons, roadways, or driveways.** Trash or debris may not be allowed to accumulate in any of these areas. It is the responsibility of OWNERS, Residents, Tenants, or Guests to clean up any trash or debris which they contributed.

8. Residential parking is not permitted at the North service driveway or parking area. Standing only for loading and unloading. Commercial parking is not permitted at the North end of the building (service entrance) or along the service driveway before 8 A.M. or after 4 P.M. Monday-Friday or on weekends.
9. For everyone's safety and to minimize the risk of accidents, traffic in the garage is one-way (counterclockwise) as indicated by the arrows.

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

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

Hand washing of an automobile is only permitted in the area designated with the hose in North Service Drive.

### **STORAGE LOCKERS**

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

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

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

### **BICYCLE STORAGE**

1. This area is not to be used for storing personal property, except approved bicycles and E-Bikes, without batteries or power cords, properly identified, with the unit number and name. E-Scooters and Segways must be stored in OWNERS', Residents' or Tenants' unit or assigned garage-level storage locker.
2. Approved bicycles and E-Bikes are those where the OWNER, Resident, or Tenant has registered with the Office and prepaid the annual charge of \$25.00
3. There is a maximum of 30 spaces in the room, and once full, no further bicycles or E-Bikes can be stored there; any unauthorized bicycles or E-Bikes found in the room will be removed.
4. ASSOCIATION is not responsible for any damage to or loss of bicycles or E-Bikes stored in the room.

## E-BIKES/E-SCOOTERS/SEGWAYS

E-Bikes, E-Scooters, and Segways shall be permitted at The Admiral subject to compliance with the following conditions and restrictions. Failure to comply shall result in fines or the loss of your privilege to maintain your E-Bike, E-Scooter, and Segway at The Admiral.

1. All E-Bikes, E-Scooters, and Segways must be registered with the office.
2. E-Bikes, E-Scooters, and Segways must only exit and enter the building at the garage level and use the driveways and garage to go to and from A1A and the building. E-Bikes, E-Scooters, and Segways are prohibited on the parking deck and lobby level (including the pool deck and patios) and from being ridden anywhere inside the building.
3. E-Bikes must be stored in the Bike Room, the designated closet on the Service Level (if room is available), inside one's unit, or in one's assigned garage-level storage locker. E-Scooters and Segways must be stored in the Owners, Residents, or Tenants unit or assigned garage level storage locker. Storage is strictly prohibited at all times in the trash chute hallways, trash chute rooms, electrical access rooms, and balconies.
4. When not in use, batteries must be removed from the bike/scooter/segway and **STORED SEPARATELY IN A FIREPROOF CONTAINER IN THE OWNERS', RESIDENTS', OR TENANTS' UNIT.**

Charging of batteries shall be done **exclusively inside the OWNERS', Residents', or Tenants', or Guests' unit**, subject to supervision by the OWNER, Resident, Tenant, or Guest at all times.

## DELIVERIES, MOVING, CONSTRUCTION, SERVICE WORKERS

Owners, Residents, Tenants, or Guests are responsible for and must supervise or have another OWNER, Resident, Tenant, or Guest supervise all deliveries, moving, construction, and service workers. OWNERS, Residents, Tenants, or Guests will be responsible for any damage to ASSOCIATION property caused by these workers. **OWNERS', Residents, Tenants, or Guests doing work themselves must also adhere to the following rules:**

1. Elevator pads must be used for all items coming in or out. Pads must be ordered from the Office at least 24 hours before needed. Please coordinate with your contractor.
2. ASSOCIATION grocery and luggage carts are for these specific purposes only and are not to be used for other purposes. They are for the exclusive use of OWNERS, Residents, Tenants, or Guests and are always to be returned immediately after their use to their designated storage area.
3. Unless there is an extreme emergency, all deliveries, moving, construction, and service work, whether done by outside contractors or by OWNERS, Residents, Tenants, or Guests themselves, must be done Monday through Friday between 8:00 A.M. and 4:00 P.M. only. All workers, tools and materials must be at the basement level by 3:45 P.M. so pads in elevators can be removed. All workers, tools, and materials must be out of the building by 4:00 P.M. Weekend and holiday work is prohibited except in extreme emergencies.

4. Entry to the building for these purposes shall be from the North service entrance only, and those entering must, without exception, sign in and out at the office.
5. Keys to units will not be given out unless written permission, including either by fax or email, is filed with the Office. Under no circumstances is a red building key to be given to a contractor.
6. OWNERS, Residents, Tenants, or Guests, and contractors must make their own arrangements for the disposal of all debris. Garbage dumpsters are not to be used.
7. The ASSOCIATION will not be responsible for supervising or for any loss or damage resulting from authorized admissions by an OWNER, Resident, Tenant, or Guest of a unit.

### **RENOVATIONS TO UNITS**

Elevator foyers are common areas. Any change or alteration of a foyer requires the written consent of both adjoining unit OWNERS, or Residents, and must be submitted to the Board of Directors for approval. If the OWNERS or Residents cannot agree on décor, each OWNER shall submit a detailed proposal for the Board's determination. All costs shall be split equally. Security cameras are not permitted in elevator foyers.

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

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

At least 30 days prior to commencing work, OWNERS, or Residents must supply a letter and completed contractor form to the building Manager detailing planned renovations, contractor(s) information, including name, license number, certificate of insurance, and supply a copy of all appropriate permits, including upon completion, a copy of any inspection reports. All **FLOORING** in a unit must be cushioned with sound insulation so as not to disturb or interfere with the privacy of other unit OWNERS, Residents, or Tenants. Minimum requirements for both soft and hard surface flooring are available from the Office.

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

#### **Door and window replacement:**

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

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

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

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

**Shutter** replacement must be of a similar color and, to the extent code permits, of the same accordion design. Additional information is available from the Office and the County. Interior painting, decoration, and/or replacement of appliances shall NOT be considered renovations.

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

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

### **HOLIDAY DECORATIONS**

Elevator foyers are common areas. Each unit Owner may have one wreath or decorative item hung on the exterior door of their unit via a non-damaging, over the door hanger.

Any additional holiday decorations must be agreed to and approved in writing by both parties.

Such additional holiday decorations shall conform with the following:

- No attachments to walls, ceilings, or common lighting fixtures.
- No blocking of fire exits, elevators or doorways.
- No decorations that make noise, emit odors, or use bright/flashing lights.
- Decorations may be installed no earlier than 14 days before the holiday and must be removed within 7 days after.
- All items must be in good taste and kept in good condition.
- The Association reserves the right to remove items that violate these rules.

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

1. Alterations to outside Unit walls, windows, railings, floorings, and balconies are prohibited.
2. Sun filters on the inside of windows must be non-reflective.
3. Awnings, projections, screening or closing in the balconies are prohibited.
4. Hanging anything from balcony railings, including holiday decorations, decorative flags, windsocks, artifacts, towels, blankets, etc., is prohibited.
5. No bicycles, surfboards, or paddle boards are permitted to be stored on any balcony.

## **HURRICANE PROTECTION**

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

## **PREPARING FOR ABSENCES**

**If the unit is to be unoccupied for more than three (3) days, the OWNER, Resident, Tenant, or Guest must:**

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

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

## **PEST CONTROL**

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

## **SALES AND RENTALS**

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

### 1. General Provisions

- (A) Application Form. The ASSOCIATION is vested with the authority to prescribe an application form as may require a specific personal, social, financial, and other data related to the intended lessee, purchaser, and occupants and relating to the “new OWNERS” in the case of transfer by gift, devise or inheritance, as may reasonably be required by the ASSOCIATION in order to enable the ASSOCIATION to reasonably investigate the intended purchaser, lessee, occupants or “new OWNERS” within the time limits extended to the ASSOCIATION for that purpose. The application shall be complete and submitted to the ASSOCIATION along with and as an integral part of the notice of intended transfer.
- (B) Transfer Fee. The Board is empowered to charge a fee of \$150 in connection with and as a condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. So long as and only so long as prohibited by law at that time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.
- (C) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board. The ASSOCIATION shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.
- (D) Exception for Institutional Mortgagees. An institutional mortgagee, upon becoming an OWNER through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an OWNER as a result of a foreclosure sale of a mortgage held by an institutional mortgagee, shall be exempt from the requirements below. However, this subsection shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in non-compliance with the provisions of the ASSOCIATION documents and rules and regulations of the ASSOCIATION; nor shall the grantee (other than another institutional mortgagee) of the foregoing be exempt from the requirements below.
- (E) Special Remedy. All leases shall be deemed to contain the remedy and procedures of the ASSOCIATION as provided herein.

- ### 2. Transfer of Ownership of Units. In order to maintain a community of congenial, financially responsible Residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and

peace of mind for all Residents, the transfer of the ownership of a Unit shall be subject to the following provisions:

- I. Sale or Gift. No OWNER may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board;
- II. Devise or Inheritance. If an OWNER acquires his or her title by devise or inheritance, his or her right to occupy or use the Unit shall be subject to the approval of the Board.
- III. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections 1 or 2, that person shall have no right to occupy or use the Unit before being approved by the Board under the procedures outlined below;
- IV. Notice to ASSOCIATION – Sale or Gift. An OWNER intending to make a sale or gift of his Unit, or any interest in the Unit, shall give to the Board or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser or donee and his or her spouse or other intended occupants as a condition of approval.
- V. Devise, Inheritance or Other Transfers. The transferee must notify the Board of his or her ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use right until approved by the Board.
- VI. Failure to Give Notice. If no notice is given, the Board, at its election, may approve or disapprove at the time it learns of the transfer. If any OWNER fails to obtain the ASSOCIATION'S approval prior to selling an interest in the Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser or OWNER making the gift, intend to violate the covenants of this Declaration and shall constitute good cause for the ASSOCIATION'S disapproval.
- VII. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearance, and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate of approval executed by a director or officer of the ASSOCIATION in recordable form and delivered to the transferee. If the Board neither approves or disapproves within this thirty (30) daytime limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval to the transferee.
- VIII. Disapproval with Good Cause

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

- a) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcy, foreclosures or bad debts;
- c) The application for approval on its face indicates that the person seeking approval or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the ASSOCIATION;
- d) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights of the property of others;
- e) The person seeking approval or intended occupants have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the ASSOCIATION by his conduct on the property as a lessee, OWNER or occupier of a Unit, or such attitude at the personal appearance before the Board or its designee;
- f) The person seeking approval has failed to provide the information, fees, or appearance as required to process the application in a timely manner or provided false information during the application process.
- g) All Transfers require new OWNERS to schedule an orientation meeting with the Admiral office prior to occupancy.

3. Leasing of Units. An OWNER may lease only his entire Unit, and then only in accordance with this section, after receiving the approval of the ASSOCIATION. No Unit may be leased during the first twelve (12) months after an OWNER acquires title to a Unit he or she purchased pursuant to Section 19.1

- (A) Notice by the OWNER. An OWNER intending to lease his Unit shall give to the Board or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee, his or her spouse, and other intended occupants as a condition of approval.
- (B) Approval. After the required notice and all information, application fee of \$150, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the OWNER.

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

- i. The OWNER is delinquent in the payment of assessments at the time the application is considered, and the OWNER does not bring the delinquency current (with any interest, late fees, costs, and attorney's fees also due and owing) within the time frame required by the Board;
- ii. The OWNER has a history of leasing his or her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
- iii. The real estate company or agent handling the leasing transaction on behalf of the OWNER has a history of screening lessee applicants inadequately or recommending undesirable lessees;
- iv. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the ASSOCIATION;
- v. The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;
- vi. The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
- vii. The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the ASSOCIATION;
- viii. The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required application fee is not paid or the OWNER fails to give proper notice of his intention to lease his Unit to the Board.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its' election, may approve or disapprove the lease.

(E) Sub-Leasing; Renting Rooms. Sub-leasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented and homes may not be sublet.

- (F) Minimum Lease Term. No lease shall be made with a lease term which is less than three (3) months duration.
- (G) Security Deposit. The ASSOCIATION will also require a deposit of \$1000 to be placed with the ASSOCIATION and held by it as a security against a lessee damaging the common areas.
- (H) All leases require the new lessees and other occupants to schedule an orientation meeting with the Admiral Office prior to occupancy.

### **GARBAGE AND TRASH**

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

**Recycling**, the Admiral is located within St. Lucie County, which supports and requires recycling. Recyclables must be carried down to the garage level and placed in a bin. At the time of this writing, no sorting of recyclables is necessary. Paper and flattened cardboard boxes, metal, glass, and plastic may be commingled, including pots, pans, metal lids, toys, cookie sheets, and manual can openers. NOT accepted for recycling and considered trash are Styrofoam (Publix recycles), hoses, Pyrex, cookware, six-pack rings, plastic bags (Publix recycles), clothing, rubber items, ceramics, shrink wrap, bottle caps, and window glass. If interested, collection locations for those and other items such as electronics (Best Buy recycles), batteries, appliances, paint, poisons, etc., as well as other information, are available at [http://www.stlucieco.gov/solid\\_waste/curb\\_recycle.htm](http://www.stlucieco.gov/solid_waste/curb_recycle.htm)

### **ISLAND DUNES COUNTRY CLUB**

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

**THE ADMIRAL OWNERS' ASSOCIATION, INC.**  
**8750 S. OCEAN DRIVE**  
**JENSEN BEACH, FL 34957**  
**(T) 772-229-3305 (F) 772-229-3716**  
**Email: [admiral8750@comcast.net](mailto:admiral8750@comcast.net)**

### **Annual Inspections/Certification**

Owners Certify the Following:

1. Inspection of and written verification that you have the required water leak protection alarms located at every sink, toilet, washer, water heater, and refrigerator with a water line, and air conditioner, and any other water-related device, and they are in working condition.
2. Inspection of and written verification that you have visually inspected the main water shutoff valve and water heater valve in your unit and that there appear to be no leaks or excessive corrosion.
3. Inspection of and written verification that you have looked at the manufacturer's label on your water heater tank and that the manufacturer's date of the unit is less than 10 years from the date of installation.
4. All OWNERS must have the air conditioning compressor and related equipment serving the unit inspected and serviced by a duly authorized and licensed air conditioner technician at least one time per year, and A/C lines must be cleaned out at least one (1) time per year. Documentation of required services must be provided to the ASSOCIATION Office at the time of service. Expenses are the responsibility of the OWNER.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Owner Unit #: \_\_\_\_\_