

Circle Bay Yacht Club Condo  
1950 S.W. Palm City Rd.  
Stuart, Florida 34994

Dear Prospective Purchaser (or Realtor),

In order to provide for better understanding and reduce delays in processing sales of units at Circle Bay Yacht Club, the following brief summary of current procedures is provided.

Forms are available at the Association Office or on the Circle Bay Website ([www.circlebay.net](http://www.circlebay.net)) for sales applicants, along with the packet of the Circle Bay Yacht Club Rules and Regulations. These forms must be fully filled out, signed, and returned to the office with a copy of the sales contract page that specifies the closing date, a \$50.00 check for the processing fee, and a copy of applicant's drivers' license. **Please note that if paperwork is not submitted at least 14 business days prior to closing, the processing fee will be \$100.00 to expedite the process.** At least one occupant **must** be 55 or older.

Upon receipt and review of the application, the Welcoming Committee will schedule an appointment for the prospective buyer(s) to come in to learn more about Circle Bay Yacht Club policies, and what our community has to offer them. The application will then be submitted for approval by the Board of Directors.

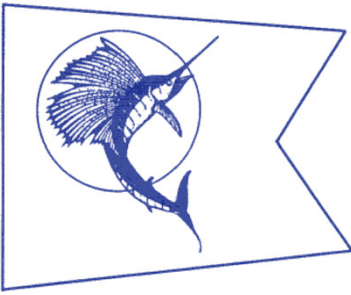
The notarized Certificate of Approval will be held in the Circle Bay Yacht Club office (for closing), at which time it can be picked up by the realtor or purchaser.

No pets are allowed in any unit or on the property at any time.

All prospective residents must be approved by the Board of Directors prior to occupancy of the unit # \_\_\_\_\_ - \_\_\_\_\_.

---

Circle Bay Welcoming Committee



Dear Prospective CBCY Resident of Unit No. \_\_\_\_-\_\_\_\_\_,

The primary purpose of the Welcoming Committee is to provide information that will help you enter into this condominium lifestyle and settle quickly and comfortably into our friendly community. We will try to answer any questions pertaining to Circle Bay. We do ask you to familiarize yourself with our rules and agree to comply with them before signing a purchase agreement.

Circle Bay is managed by volunteers. From our owners of record, we annually elect a Board of Directors which is charged with maintaining our facility and its financial requirements as well as exacting compliance with our Rules. This has worked well over many years. Our maintenance fees are reasonable. Special assessments have been few. Our hired maintenance staff, with the assistance of resident volunteers, works hard to sustain the lush and inviting environment that is Circle Bay.

Over the years, with the approval of the Board of Directors, Circle Bay has published and revised its Rules, the last revision being March, 2018. By complying with those Rules, virtually all of our residents have found that living here is a most tranquil and congenial experience.

We look forward to meeting you.

Respectfully yours,

Circle Bay Yacht Club Condominium Association, inc.

## **APPLICATION FORMS REQUIRED FOR PURCHASES AT CIRCLE BAY**

**Prospective Purchaser of unit no. \_\_\_\_\_ - \_\_\_\_\_ is to submit the following:**

1. Application for Approval form, page 4
  2. CBYC Occupancy Approval Application Form, page 5
  3. Acceptance of Circle Bay Yacht Club Policies, page 6
  4. Resident Information & Permission Sheet , page 7
  5. Signed Voting Certificate, page 8
  6. Signed Receipt of CBYC Rules & Regulations form, page 9
  7. Copy of driver's license(s), passport or notarized birth certificate.
  8. \$50.00 Processing fee; a check made payable to Circle Bay Yacht Club.
- Note: If paperwork is submitted less than 14 business days prior to the closing date, the processing fee will be \$100.00 to expedite the process.***
9. Page of Sales Contract that specifies the closing date.
  10. Circle Bay Yacht Club Electronic Authorization form, Page 10.

Application is to be directed to the Welcoming Committee and may be left with Leyda during office hours. **(Monday – Friday from 9:00 A.M. until noon)**

For questions, please call the CBYC office at (772)287-0990 or email [office@circlebay.net](mailto:office@circlebay.net) .

## **Circle Bay Yacht Club Condominium Association, Inc.**

Application for Purchase, Gift, or Inheritance Approval

1. This application and all the attached forms shall be completed in detail by the proposed new owners.
2. All the requests for other documentation shall be submitted.
3. Any lapse in the above and the application will be returned, delaying the approval process.
4. The completed application must be submitted to the Association at least 14 business days prior to the expected closing date. If the paperwork is not submitted at least 14 business days prior to the closing, the processing fee will be \$100.00 to expedite the process.
5. All applicants shall make themselves available to the Welcoming Committee for a personal welcoming prior to the expected closing date. Occupancy prior to Board of Directors approval is prohibited.
6. Circle Bay Yacht Club is a community designed and intended to provide housing for residents who are 55 years of age and older. When a unit is occupied, at least one resident must 55 years of age. There are three exceptions: 1) inheritance or gift; 2) surviving spouse of owner; and 3) owner prior to 09/13/1988, which was not considered a resident on that date (grandfather clause).
7. No pets are permitted in any unit or on the property at any time.
8. No commercial vehicles, trailers, RVs, pickup trucks, boats, etc. are permitted on the condominium premises without Board approval. Restricted vehicles requiring more than one parking space are limited to a one night stay.

The current owner must provide the purchaser with copies of all condominium documents, door keys, electronic cards, mail box keys, keys to bathhouse at pool, and the CBYC phone book.

Date \_\_\_\_\_

Unit No. \_\_\_\_\_

Closing Date \_\_\_\_\_

Seller \_\_\_\_\_

Phone \_\_\_\_\_

Realtor \_\_\_\_\_

Phone \_\_\_\_\_

Purchaser (s) \_\_\_\_\_

Phone \_\_\_\_\_

## **CBYC OCCUPANCY APPROVAL APPLICATION**

Please complete the following questions. Missing information may cause delays in processing your application. Only the applicants are authorized to sign forms. Thank you.

### **PLEASE PRINT**

Date \_\_\_\_\_ Unit # \_\_\_\_\_ Date of Occupancy \_\_\_\_\_

Purchase \_\_\_\_ Lease \_\_\_\_ Full Time Resident \_\_\_\_ Part Time Resident \_\_\_\_  
Term of Occupancy for rentals \_\_\_\_\_

First Name \_\_\_\_\_ Middle \_\_\_\_ Last \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Occupation \_\_\_\_\_

Summer or Alternate Address \_\_\_\_\_

Home phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Spouse or co-resident

First Name \_\_\_\_\_ Middle \_\_\_\_ Last \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Occupation \_\_\_\_\_

Home phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Number of cars \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License Plate \_\_\_\_\_ State \_\_\_\_  
Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License Plate \_\_\_\_\_ State \_\_\_\_

Name of others who may occupy unit (note relationship) \_\_\_\_\_

In case of emergency, notify: (Please indicate relationship)

First Name \_\_\_\_\_ Middle \_\_\_\_ Last \_\_\_\_\_  
Address \_\_\_\_\_ Phone # \_\_\_\_\_ Cell \_\_\_\_\_

Designated Voter (owners only) \_\_\_\_\_

Signature \_\_\_\_\_ Co-Applicant \_\_\_\_\_

*By signing, the applicant recognizes that the Association may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be available to the Board of Directors.*

## Sales Applicant's Affirmation

In making this application, I (we) represent to the Board of Directors of Circle Bay Yacht Club Condominium Association that:

I (we) agree for myself and on behalf of all persons who may use the unit which I (we) seek to purchase that I (we) will abide by all of the rules contained in the **By Laws, the Rules & Regulations, the Condominium Documents and all other restrictions** which are, or may in the future, be imposed by the Circle Bay Yacht Club Condominium Association, Inc.

I (we) understand that **NO pets** and **No trucks** are permitted on Circle Bay property. The Rules and Regulations define this restriction. I (we) further understand that these restrictions also apply to any visitors, guests, and contractors.

I (we) understand that the "acceptance for purchase" of a unit at Circle Bay Yacht Club is **conditional upon the truth and accuracy of this application and on the approval of the Board of Directors**. Occupancy prior to Board approval is prohibited. Any misrepresentation or falsification of the information on these forms will result in the automatic rejection of the application.

I (we) understand **no unit may be leased in the first year of ownership unless title is acquired by inheritance**.

I (we) understand that the Board of Directors of the Circle Bay Yacht Club Condominium Association Inc. may cause to be instituted an investigation into the background of the applicant(s) as it deems necessary. Accordingly, I (we) specifically authorize the Board of Directors or its agents to make such an investigation. I (we) also agree that the Board of Directors, the Officers, and the Circle Bay Yacht Club Condominium Association, Inc. shall be held harmless from any action or claim by the applicant(s) in connection with the use other information contained herein.

In making the foregoing application, I (we) am aware that the decision of the Circle Bay Yacht Club Condominium Association, Inc. will be final. No reason will be given for any action taken by the Association. I (we) agree to be governed by the determination of the Board of Directors.

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Unit No. \_\_\_\_\_ - \_\_\_\_\_

\_\_\_ Owner \_\_\_ Renter

**CIRCLE BAY YACHT CLUB CONDOMINIUM ASSOCIATION, INC.  
RESIDENT INFORMATION & PERMISSION SHEET**

As permitted by Florida Statute 718, the undersigned owner(s)/Renters grant to Circle Bay Yacht Club Condominium Association, Inc. permission to publish the following information in a residents' directory. The directory will be available to all owners and residents in Circle Bay. **Please check and fill out each line with your information for publishing.**

\_\_\_ Unit Number \_\_\_\_\_

\_\_\_ Name \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_ Name \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_ Alternate Residence Street Address \_\_\_\_\_

\_\_\_ Email Address \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

\_\_\_\_\_  
Name Relationship

\_\_\_\_\_  
Address State

\_\_\_\_\_  
Telephone Number Cell Number

**If I/we have signed this form, the Circle Bay Yacht Club Condominium Association, Inc. is authorized to publish the checked information.**

\_\_\_\_\_  
Owner /Renter Signature

\_\_\_\_\_  
Owner/Renter Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**I give permission for my name and unit number to be published in the CBYC newsletter called the Tides.**

This information is for office use only.

**Circle Bay Yacht Club Condominium Association, Inc.**

**Voting Certificate**

To: Secretary  
Circle Bay Yacht Club Condominium Association, Inc.  
1950 SW Palm City Road  
Stuart, Florida 34994

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned is the owner of record of that certain condominium unit in Circle Bay Yacht Club shown below, and hereby constitutes, appoints, and designates:

\_\_\_\_\_  
(Print designated voter's name above)

As the voting representative for the condominium owned by the undersigned, pursuant to the By-Laws of the Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Unit owner's signature(s):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Unit Number** \_\_\_\_\_

**Revised 4/2013**



CIRCLE BAY YACHT CLUB CONDOMINIUM ASSOCIATION, INC.  
**Receipt of the CBYC Rules & Regulations**

\_\_\_ I (we) have received a copy of the CBYC Rules & Regulations.

\_\_\_ I (we) have read all of the CBYC Rules & Regulations.

\_\_\_ I (we) understand all of the CBYC Rules & Regulations.

\_\_\_ I (we) will comply with all of the CBYC Rules & Regulations.

\_\_\_ I (we) will be responsible for family and guest's compliance with The CBYC Rules & Regulations while visiting Circle Bay Yacht Club property.

\_\_\_ I (we) understand that willful violation of any of the CBYC Rules & Regulations may result in legal action, at my (our) cost, initiated by the Circle Bay Yacht Club Condominium Association.

Date \_\_\_\_\_ Unit Number \_\_\_\_\_

**PLEASE PRINT**

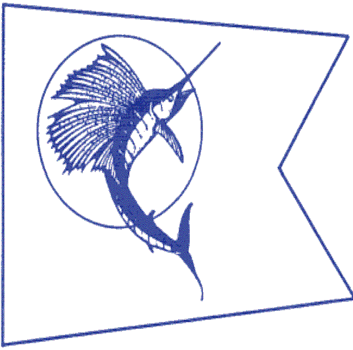
First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Signature \_\_\_\_\_

**(PLEASE PRINT)**

Co-Applicant: First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Signature \_\_\_\_\_



**CIRCLE BAY YACHT CLUB ELECTRONIC AUTHORIZATION**

I agree to receive all communications from the Board of Directors of Circle Bay Yacht Club Condominium Association, Inc., either directly or on behalf of the Association by the current Property Manager, in electronic format utilizing the email address provided below.

Communications that are required to be provided in hard copy by Florida Statute will continue to be hand-delivered or sent by mail.

I further agree that it is my responsibility to update my email address as necessary.

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

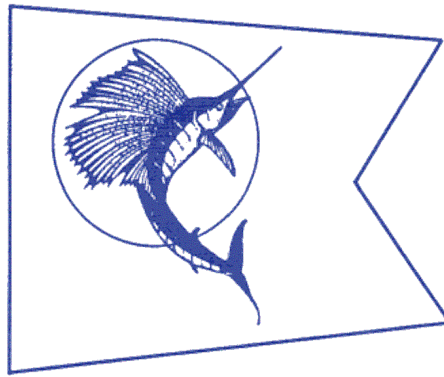
Unit Owner (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Address at CBYC : \_\_\_\_\_

Email (Print) : \_\_\_\_\_

Florida Statutes Sec. 718.111 provides that the electronic mailing addresses and facsimile numbers are accessible to unit owners if consent to receive notice by electronic transmission is provided



**Circle Bay Yacht club  
Condominium Assoc., Inc.  
1950 S.W. Palm City Rd.  
Stuart , Florida 34994**

**Rules and Regulations  
Issued 3/15/2018**

TABLE OF CONTENTS			
Sec #	Title	Sec #	Title
07	Absence	43	Notice of Meetings
06	Access	20	Obstructions
46	Boats	04	Occupancy
32	Clubhouse and Deck	42	Official Board
26	Conduct	16	Pets
41	Conduct at Meetings	35	Pool Jacuzzi
08	Contractors/Subcontractors	33	Pool Table
12	Cook -out and Barbecue	01	Preamble
39	Corporations	29	Prohibited Vehicles
45	Dock Agreement	11	Railings and Clotheslines
27	Dress Code	31	Recreation Areas
19	Elevators	17	Refuse
10	Exterior Appearance	02	Responsibilities
03	Facilities	36	Sales
15	Firearms	22	Sanitary drains
25	Fishing and Crabbing	34	Shuffleboard
47	Hobby Shop	13	Signs
09	Hurricane Shutters	23	Solicitations and Postings
14	Interior Floors	21	Storage Areas
18	Laundry Rooms	05	Use of Property
24	Lawns and Grounds	28	Vehicles and Parking
37	Leases	30	Vehicle Washing / Repairing
38	Maintenance Fees	40	Voting
44	Marinas		

## **PREAMBLE (Sec. 01)**

These Rules and Regulations (the Rules) are established in order to regulate the use of the facilities of Circle Bay. Their purpose is to promote the residential atmosphere of our community. Everyone should be familiar with the Rules and comply with them in order to promote peace and harmony so that all residents can enjoy living here. Common elements are those parts of the condo complex that belong to all owners and no alteration may be made by any owner without the Property Manager/Board approval. The Board of Directors are authorized and directed to enforce the provisions of the CBYC rules and regulations. The Board of Directors has the authority to interpret the rules and regulations and to adopt policies and procedures in order to clarify the application of its provisions. Our Board of Directors (the Board) is the administrator of the Rules. All questions or complaints must be put in writing, signed by a resident, and directed to the Board. The Board is not obligated to respond to more than one such letter per month, per unit. A Board member acting alone has the authority to waive a Rule temporarily. At the next meeting of the Board, this waiver may be ratified, modified, or canceled. Pursuant to our Articles of Incorporation (the Articles), the failure of the Circle Bay Yacht Club Condominium Association, Inc. (the Association) to enforce any covenant, restriction or provision of the Condominium Act (the Act), the Articles, the By-Laws or the Rules, shall not constitute a waiver of their right to do so at a later date.

\*References in Rules and Regulations stating Property Manager/Board will be understood as follows: Property Manager or Two Board Members.

## **RESPONSIBILITIES (Sec. 02)**

Owners, lessees, and others shall comply with the Rules of the Association. Owners and lessees are responsible for their families, guests and employees

## **FACILITIES (Sec. 03)**

The facilities are for the general use of all residents and guests. However, the Board may permit groups or individuals the temporary use of one or more of the facilities for scheduled events. Residents and their guests shall do nothing to impair the enjoyment of our facilities by others.

## **OCCUPANCY (Sec. 04)**

Circle Bay is an "Adult Residential Community as defined by Florida Statutes. As such the following restrictions apply to the occupancy of any condominium unit. Reference Amended Documents: page 16 #12.1

1. Each unit shall be occupied as a single family private dwelling.
2. No unit may be divided or subdivided into a smaller unit nor may two (2) units be combined.
3. No one under the age of 18 may reside in a unit. (Exceptions)
4. Residency and occupancy shall be defined as "occupancy for any length of time."
5. At least one resident member of a family residing in a unit must be 55 years of age or older, except those in residence prior to September 13, 1988. (Exceptions)
6. Persons under the age of 55 years may purchase a unit, but are not permitted to stay overnight, until at least one resident member of the family residing in the unit reaches the age of 55 years. Consistent with the exceptions in the Housing For Older Persons Act and the Federal Regulations, the following exceptions to the 55 year limitation will be granted, if the subject unit occupancy, when added to the total unit occupancy since September 13, 1988 does not impair the requirement that 80% of such units are occupied by at least one resident who is 55 years or older.

Exceptions:

1. A person who becomes an owner by gift or inheritance.
2. A surviving spouse of an owner.
3. A person who owned a unit prior to September 13, 1988, but was not considered a resident of the unit on that date.

7.-Occupancy by persons other than the immediate family (wife, husband, sister, brother, daughter, son, mother, father, stepmother, step-father, step-sister, step-brother, step-son, step-daughter, granddaughter or grandson) is restricted to a maximum of 14 days while the owner or lessee is absent, provided that the Board is notified, in writing, prior to said occupancy. See numbers 3, 4, & 5 of section 04 for restrictions.

8. Any stay more than 14 days, with or without charge, requires a valid lease, and lessee must receive prior approval by the Welcoming Committee. In any event, the leasing of a unit with or without charge for occupancy is permitted only once during any one 12 month period. These persons are required to register with the Welcoming Committee within 24 hours of their occupancy.

### **USE OF PROPERTY (Sec. 05)**

No immoral, improper, offensive, or unlawful use shall be made of any unit or condominium property. Noise and sound must be controlled so as not to disturb other residents. Use of devices such as radios, dvd players, and other electronic devices are to be used with headphones when in common areas, an exception will be made when there is an approved gathering at the clubhouse, pool or deck. Rules, zoning ordinances and governmental regulations shall be observed at all times. If any part of a building, or the grounds or other real or personal property is damaged or destroyed, the person(s) responsible shall bear the entire cost of repair or replacement. This will include attorney's fees if litigation becomes necessary. If a resident has been notified by the Property Manager/Board of Directors that he/she are in violation of the rules and regulations of CBYC and the resident disagrees, he/she can make a written request to the BOD requesting an appeal. If the resident does not agree with the results of the appeal, he/she may submit a petition to the Board of Directors requesting that the dispute be resolved through a process of Arbitration. Cost of the Arbitrator would be shared equally by CBYC and the resident submitting the request for an Arbitration.

### **ACCESS (Sec. 06)**

In the event of an emergency, the Board is authorized access to all units. It is requested that unit owners/lessees supply the Association with keys to their unit. If entry is sought and keys are not available, the Board has the right to gain access by any means available. If any costs are incurred, the owner/lessee shall bear the entire amount. It is requested that vehicle keys be left in the unit when leaving vehicle for an extended time. If their vehicle must be towed, the entire cost will be borne by the owner/lessee. The Association will not be responsible for any vehicles that cannot be driven, or that must be towed.

**ABSENCE (Sec. 07)** When a unit will be unoccupied for any length of time, it is requested that the owner/lessee leave a contact name and phone number with the Association office. Upon return, the office should be notified. The main water line shall be turned off during any absence of 24 hours or more. If a unit, with an open patio, will be unoccupied during the hurricane season, (June 1 – December 1) the resident shall remove loose appurtenances that could become a missile during a severe storm, i.e. wreaths and other decorative items, patio furniture, and other loose items. If this is not done the Property Manager or his Representative is authorized to remove or dispose of loose items without recourse.

## **CONTRACTORS-SUBCONTRACTORS (Sec. 08)**

All contractors and subcontractors must register at the Association office prior to performing any work on CBYC premises. Evidence is required that they be licensed and insured. Permits must be submitted as required. Prior arrangements must be made before starting work when office is closed. Hours of work for contractors and subcontractors hired by owners will be Monday through Saturday, 8:00 AM to 5:00 PM. Waivers for non-working hours may be obtained from a Board member in an emergency. New or replacement heating and air conditioning units on the roofs of buildings shall be installed by licensed and insured contractors, evidence of which is to be provided to the association before starting work. These contractors must receive permission from the Property Manager before starting work. The contractor and/or the sub-contractor and/or the owner/lessee, shall be responsible for any damage caused to the building. No owner/lessee is permitted on the roof of any building without a maintenance staff member, the Property Manager or a Board member present.

## **HURRICANE SHUTTERS (Sec.09)**

As required by law, the Board has adopted rules governing specifications and building code requirements. The Board has also adopted rules regarding color, style, and other relevant factors. They include installation, maintenance, repair, and replacement. The Board's rules are intended to comply with the applicable building codes. Upon application, Property Manager/Board may approve installation of shutters, at the owner's expense, provided they adhere to the following:

1. Windows and porch shutters, roll-ups, accordions or panels, shall be clear or off-white with the guides and hoods matching the building color.
2. Porch shutters may be on either side of the porch screen.
3. Shutters installed prior to December 31, 1999 shall be deemed acceptable.
4. Replacement of shutters will be at the unit owner's expense and will comply with all the rules.
5. Shutters shall be maintained in good order at the owner's expense.
6. The Board has the right to remove any shutters at the owner's expense, if after 10 days written notice the Owner has failed to repair or replace components which are in a state of disrepair.

## **EXTERIOR APPEARANCE (Sec. 10)**

Changes of appearance to any unit may not be made without the approval of the Board.

1. Entrance screen doors and security doors shall be bronze or black. Only clear glass is acceptable.
2. Sun control film applied to windows shall be bronze.
3. Window drapes, curtains and blinds shall be white or beige.
4. Neutral Doormats or beige slip-proof tile only may be placed in the entranceway to the unit, but may not encroach on the walkway. Note: Only units with an alcove may use slip-proof tile. Units without an alcove may only use removable doormats. There will be no replacement or installation of permanent carpet in entryways. Property Manager/Board shall remove any carpet that is causing a potential structural problem, at the owner's expense, after 30 days notice.
5. No carpets, rugs or other absorbent material may be installed on exposed patios that do not have exterior sliding glass doors to protect the floor from the weather. Masonry paint and inlaid tile is acceptable.
6. Patio railings may not be altered.
7. One wreath or decoration is permitted at the entrance to a unit.
8. One name sign of not more than 7" x 23" is allowed, if fixed to the same wall as the number sign.
9. Holiday decorations are excluded from the above restrictions. These decorations shall be removed within 30 days after the holiday.

### **RAILINGS AND CLOTHESLINES (Sec. 11)**

The outside railings may not be used for drying or sunning items. Items hung inside the unit shall not be visible from the outside.

### **COOK-OUT- BARBECUE (Sec. 12)**

Outdoor cooking shall be permitted only at the designated areas. Use of the Association grills are at the risk of the user. Grills and utensils must be cleaned after each use.

### **SIGNS (Sec. 13)**

No signs shall be displayed anywhere on the outside or on the inside of a unit, if visible from the outside. This restriction includes vehicles and boats and in common areas.

### **INTERIOR FLOORS (Sec. 14)**

Ceramic, tile, wood, parquet or laminate **may not** be installed on the floor of a unit above the first floor unless a soundproof underlay of at least ¼ “ corkboard or other soundproof material with a [minimal decibel](#) rating of 60 or better is first applied. Bathrooms and porches are excluded. The office must be notified of the proposed work and materials to be used. A permit to do the work must be filled out and filed at the CBYC office. Carpeting is not to be used on Lanais.

### **FIREARMS (Sec. 15)**

Firearms may not be carried when on the premises. They are permitted within residences, vehicles, and boats to the extent permitted by Florida law.

### **PETS (Sec. 16)**

Residents and their guests are not permitted to bring on the premises or keep animals other than two small birds, and fish. An animal is subject to removal at the discretion of the Board, and at the owner's expense. Service animals and Emotional Support Animals (ESA) are permitted as stated by the: US DEPT OF HOUSING AND URBAN DEVELOPMENT FAIR HOUSING ACT AMENDMENT OF 1988 (ADA does not apply).

### **See also Appendix for rules, qualifications and restrictions for Service Animals and Emotional Support Animals.**

As of January 17, 2013, all owners of animals presently residing at Circle Bay (in violation of the prior Circle Bay pet rules) are grandfathered. Grandfathered animal owners (in violation of the prior Circle Bay pet rules) are required to register their animals with the board, with appropriate certificates of vaccination and licensing, and follow all guidelines applicable to service and Emotional Support Animals within this rule and associated appendix within 60 days of the issuance of this rule.

All new animals at Circle Bay after this adoption date must either be Service animals or Emotional Support Animals and must adhere to all rules and regulations in accordance with the Circle Bay Condominium policy.

### **REFUSE (Sec. 17)**

Refuse chutes may be used **ONLY** between 8:00 AM and 9:00 PM. (Please check to make sure dumpster is in place on refuse pick up days) Refuse shall be secured in plastic bags. Recyclable items shall be cleaned and placed in the appropriate bin. Plastic bags are not to be recycled and shall be placed in the dumpster. Boxes shall be flattened before being placed in the Recycle Bin. Help will be provided if needed. Hazardous-materials that require recycling are not to be disposed of in the trash rooms.. Electronics, appliances and household hazardous waste should be taken to Martin County recycling centers. If you have a question, contact the office.

### **LAUNDRY ROOMS (Sec. 18)**

Laundry room hours are from 8:00 AM to 9:00 PM. Washers and dryers shall be unloaded as soon as the cycle is completed. Dyestuffs are not to be used. Heavy articles such as blankets and rugs are not to be put into machines. Washers and dryers shall be emptied of lint after each use. Clotheslines, racks, and hanging clothes to dry in the laundry rooms are prohibited. All personal items must be removed from the room immediately.

### **ELEVATORS (Sec. 19)**

The office must be called to request elevator pads if a delivery of large items are expected for second or third floor units or if a contractor is transporting materials via the elevator. If an owner, Lessee, their guests or their contractor leaves an elevator in a dirty condition, it is the Owner's/Lessee responsibility to clean the elevator. Notify the office when it is safe to remove the elevator pads.

### **OBSTRUCTIONS (Sec. 20)**

Walkways, sidewalks, entrances, elevators, and docks shall not be obstructed. Obstructions may be removed by the Property Manager/ Board 24 hours after personal notification or attempted notification of owner/lessee.

**STORAGE AREAS (Sec. 21)** Contents of storage bins provided to each unit shall be in compliance with the Rules, the Stuart Fire Department Code, and the Association insurance. Volatile or flammable liquids or solids such as paint thinner, or rags soaked in same shall not be stored in any area. Articles of any kind may not be stored in open areas of the storage rooms, laundry rooms, electrical meter rooms, elevator rooms, or refuse rooms, and are subject to removal by the Board with no prior notice. Items stored in bins are at owners/lessee's own risk.

### **SANITARY DRAINS (Sec. 22)**

Paper towels, facial tissue, sanitary napkins, grease, disposable diapers, or other hard-to-dissolve materials shall not be disposed of in the sinks or toilets. Hypodermic needles shall be disposed of according to approved medical waste standards and NOT in sinks, toilets, or trash receptacles.

### **SOLICITATIONS AND POSTINGS (Sec. 23)**

Soliciting, canvassing or posting of advertisements is prohibited. Business may not be conducted from a unit or in a common area if, in the judgment of the Property Manager/Board it will cause a nuisance.

### **LAWNS AND GARDENS (Sec. 24)**

Sports activities, sunbathing, the use of chairs, lounges, towels, blankets, and similar items are prohibited anywhere on Circle Bay property, except the pool area. An owner or lessee may not plant or maintain plants on Circle Bay property outside the unit. Owners and lessees may not transplant, remove, cut, or trim any planting without the approval of the Property Manager/Board. Artificial plants are not permitted. Non-approved plantings may be removed at the Property Manager/Boards' discretion.



## **FISHING AND CRABBING (SEC. 25)**

Residents and guests may go fishing, netting, crabbing, and trapping from our docks, walkways, and grounds. These activities cannot interfere with the passage of people or boats.

Consideration should be given to the peace and tranquility of all residents. Persons may clean or scale fish only at designated cleaning stations. Remains are not to be placed in dumpsters.

## **CONDUCT (Sec. 26)**

Owners/lessee's and guests shall treat their neighbors with respect and courtesy. Unruly conduct shall be reported to the Stuart Police Department at (772) 287-1122

## **DRESS CODE (Sec. 27)**

With the exception of the pool area and on boats, shirts, shorts or slacks and footwear shall be worn. When traveling to and from the pool area, bathing suits shall be covered by an appropriate garment. Bathing suits are required in the pool and Jacuzzi.

## **VEHICLES AND PARKING (Sec. 28)**

1. One parking space is assigned to each unit. The front of the vehicle shall face the bumper stop.
2. Additional vehicles shall be parked in the guest parking area. A charge of \$20 per month shall be charged for any vehicle in excess of two.
3. Circle Bay Yacht Club stickers must be displayed on all residents cars. The sticker is to be placed in the rear window on the driver's side of the car. After an owner has been notified of a violation and a sticker is still not displayed, the car may be removed without further notice at the Property Manager/ Boards' discretion and at the owner's expense.
4. Non-residents shall park their vehicles in the guest parking areas and not in the covered space.
5. Parking on landscape areas is prohibited.
6. Bicycles, if stored outside, are to be placed under the carports. They must be attached to the carport pole on the owner's side of that pole. The outside storage of bicycles is limited to ONE per person. Bicycles shall not block areas of ingress and egress.
7. Cars and bicycles shall be maintained in operating condition and are subject to the same requirements of boats, with relation to appearance.
8. An owner/lessee cannot park in another owner's covered parking space without the written consent of that owner. A dated letter to that effect will be kept on file at the office.
9. The owner of a vehicle which drips oil or gasoline, or is a safety hazard, or creates a nuisance, or is inoperative, will be asked by the Property Manager/Board to remove the vehicle. The cost of any damage caused by said vehicle will be borne by the owner.
10. All Vehicles parked at CBYC must have a current registration.
11. Each owner shall utilize their assigned covered parking space as their primary for their vehicle.

## **PROHIBITED VEHICLES (Sec. 29)**

Trucks (truck is defined as any vehicle designed with an open bed), motorcycles, trailers, campers, commercial, fifth wheel, motor homes and all other vehicles of this type are prohibited. These vehicles may not be parked on the premises without prior written permission from the Property Manager/ Board member. If the Association office is closed when permission is required, any Board member is authorized to give written permission for a period not to exceed 7 days. Temporary parking for deliveries, repairs, moving vans, or any service vehicle is permitted. A vehicle that requires more than one parking space is limited to one night, with a parking permit. Vans and sport utility vehicles will be permitted under the following conditions:

1. Vans shall be "window vans" with seats installed.
2. Length may not exceed 228". Width may not exceed 79". Height may not exceed 80". Vans that exceed these dimensions or those without windows will be considered commercial and therefore prohibited.
3. Vans with camping equipment installed are prohibited.
4. Advertising on a vehicle is prohibited.
5. In the event of doubt as to whether a vehicle is prohibited or permitted under the foregoing provisions, the determination of the Board shall be binding and conclusive.

### **VEHICLE WASHING/REPAIRING (Sec. 30)**

Washing of vehicles is permitted ONLY in designated spaces. Major servicing or repairing of vehicles is prohibited.

### **RECREATION AREAS (Sec. 31)**

Children under the age of 18 years, when using our recreational areas, shall be accompanied by an adult who will be responsible for their actions. Financial obligation for any damage or injury caused by children will be borne by the parents, grandparents, or person in charge of the children. Florida statutes prohibit smoking in the clubhouse, pool area, laundry rooms, storage rooms and elevators.

### **CLUBHOUSE AND DECK (SEC. 32)**

The clubhouse and deck are closed at 11:00 P.M. however, the Board may authorize additional hours. Doors to the clubhouse may be opened by a magnetic card furnished to all units. The card shall be used by CBYC residents only. A charge of \$5 will be assessed to replace a lost card. The clubhouse is not open to the public. It may be used by residents, their families and guests. It may be used for functions sponsored by the Association or Yacht Club, which take precedence over private parties. Those in charge of the activity will be held financially responsible for any damage caused or clean up required. The last person leaving the clubhouse shall turn off the lights, fans, and appliances and turn the thermostat to 80 degrees. The windows and doors shall be locked. Residents who wish to use the clubhouse for private activities may do so by submitting an application to the CBYC Office. A \$100 security deposit shall accompany the application. A user fee of \$50 will be charged. Should the clean up be judged unsatisfactory by the Social Committee, it will be cleaned and the cost of the cleaning will be deducted from the deposit. The clubhouse shall be ready for use by others by noon of the following day. The \$50 fee is waived for bereavement use by a unit owner, but the deposit will be required. Memorial services will take priority over other activities such as yoga, book club, etc.

The deck may be used by residents, without charge, when it does not interfere with Association or Yacht Club activities, but it cannot be reserved for private use. Deck furniture, grills, utensils, and surrounding countertops are to be left in a clean condition. No bottles or containers of any kind shall be placed in the ice machine by Order of the Board of Health. Such items will immediately be removed and discarded.

The clubhouse kitchen may be used subject to the following conditions:

1. It may not be used if it conflicts with an Association or Yacht Club event.
2. The premises are to be left in a clean and tidy condition.

### **POOL TABLE (Sec. 33)**

The pool table may be used from 9:00 AM to 11:00 PM. Its use is restricted to residents and their guests. Food and drink are not to be placed on the table. Equipment shall be returned to their proper place after use. Children under the age of 12 years are not permitted to use the pool table. When finished, the pool table shall be cleaned and covered.

### **SHUFFLEBOARD /BOCCE BALL (Sec. 34)**

The courts may be used from 9:00 AM to 10:00 PM. Use is restricted to residents and their guests. When finished, the court shall be cleaned, the equipment returned to its proper place and the lights turned off.

## **POOL AND JACUZZI (Sec. 35)**

Rules posted in the pool/Jacuzzi area shall be obeyed. Persons using the pool/Jacuzzi do so at their own risk. The Association does not provide an attendant. Any Board member or unit owner may eject anyone from the pool/Jacuzzi area for objectionable behavior, improper dress, or for violation of a rule. The use of the pool is restricted to residents, their families, and guests. Visitors shall be accompanied by an owner or lessee. The following Association rules are in effect:

1. Pool and Jacuzzi hours are from 9:00 AM to Dusk.
2. No person with a skin disorder shall enter the pool or Jacuzzi.
3. No person under the age of 16 years shall enter the Jacuzzi.
4. Users of the pool or Jacuzzi must be continent, including adults, children and babies. **Waterproof plastic pants over diapers is NOT allowed.**
5. Playpens, carriages, and the like are not permitted in the pool enclosure. Strollers are allowed but must not interfere with main walkways or pool activities.
6. **Before entering the pool or Jacuzzi, everyone shall rinse off in the pool shower. After using sun tan lotion or oil, everyone shall rinse off again** before entering the pool or Jacuzzi.
7. Glass containers may not be brought into the pool/Jacuzzi area.
8. Diving and/or jumping into the pool is prohibited. Pool/Jacuzzi users may not indulge in running or horseplay in the area. Toys, scuba gear, fins, snorkels, masks, and the like are not permitted. Noodles are permitted. Only flotation devices that are worn on the body are permitted.
9. The playing of radios, TV sets or record playing devices are prohibited, unless earphones are used.
10. Food may not be brought into the pool/Jacuzzi area. An exception may be sought by application to the Property Manager/Board.
11. Chairs, lounges and tables may not be reserved. Chairs and loungers shall be covered with towels or robes when in use. Umbrellas shall be closed after use.

## **SALES (Sec. 36)**

No Unit may be leased during the first 12 Months of ownership (effective 3-20-2017 ) unless title is acquired by inheritance. Sales of units shall be subject to the approval of the Board. The application for sale shall be submitted to the Board not less than 14 days prior to the closing date. A fee, not to exceed that which is allowed by Florida Statutes, may be assessed. Copies of the Application form are available in the Association office. An owner may not acquire or dispose of a unit by any means or form of transaction without a Certificate of Approval issued by the Association. (Transfer of Property Approval) The screening (Welcoming Committee) committee meets as required.

## **LEASES (Sec.37)**

No Unit may be leased during the first 12 Months of ownership (effective 3-20-2017 ) unless title is acquired by inheritance. The minimum lease permitted is for 3 Consecutive months with only one lease per 12 month period. The maximum lease permitted is for 1 year from the inception date of the lease. A lease may not be assigned or sublet. All leases are subject to approval by the Board. Not less than 14 days prior to the inception date, an executed copy of the lease shall be submitted to the Board for approval. The lease shall include:

1. The application form.
2. An approval of occupancy form
3. A non-refundable processing fee of \$50
4. Proof of age

Fees are waived for lease renewals for the same tenant for the same unit. The new lease shall be submitted for approval by the Board. Circle Bay forms shall be used exclusively when leasing. Forms are available in the Association office.

There shall be no right of entry to any premises by an applicant, until the Board has been notified that the application has been approved. The lessee shall be screened in person. When owners lease their premises, they surrender all their Association privileges such as parking, docking, and use of the recreational facilities. As per Chapter **718.106**, paragraph #4 when a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord

pursuant to chapter 83. The association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for use generally by unit owners. If the lessee does not comply with the Association Rules, the Board, as agent for the owner, shall have the authority to terminate the lease. Any legal expenses incurred if this action becomes necessary will be borne by the owner. Ownership for the purpose of leasing to others as a regular practice, speculative investment or business purpose is prohibited.

**MAINTENANCE FEES (Sec. 38)**

Under provisions in our Declaration of Condominium, maintenance fees are required. Maintenance and dock fees are due quarterly. If fees are not received within 10 days of due date, interest shall accrue at the rate of 18% per annum. One month's interest shall be the minimum charge. When maintenance and/or dock fees are in arrears for 30 days, the Board or Property Manager will forward the account to our Attorney for collection and enforcement per Condo Documents. Expenses incurred, if this action becomes necessary, will be borne by the owner. A penalty of \$35 will be assessed for returned checks

**CORPORATIONS (Sec. 39)**

Circle Bay is a single family residential community. Therefore, no person or group of persons or business entities (such as a corporation, partnership, trust or LLC) may hold title to more than two (2) Units unless gifted or inherited.

**VOTING (Sec. 40)**

Each unit shall be allowed one vote at Association meetings. If a unit is owned by more than one person, the Association voting certificate shall be executed designating which of these persons may vote. The certificate shall be signed by all the joint owners. A voting certificate may be obtained in the Association office.

**CONDUCT AT MEETINGS (Sec. 41)**

Posted meetings are open to all unit owners. A unit owner may speak at any meeting after being recognized by the chairperson. A unit owner may only speak to the item on the agenda which is then under discussion. Board meetings are held in the clubhouse on the 3rd Thursday of the month at 10:00 AM. Meetings may be canceled during the summer months. An owner, when recognized by the chairperson, shall rise, state his or her name and unit number, then speak to the topic under discussion. Owner's comments are limited to 3 minutes, unless time is extended by the chairperson. There shall be no limit on the number of owners who may speak. An owner, under "new business," may request that an item be added to the agenda of the next scheduled meeting. This request must be made in writing, at least 72 hours before the next scheduled meeting.

A unit owner may record or video tape a meeting subject to the following:

1. Written permission shall be received from the chairperson at least 24 hours prior to the meeting.
2. Recording or taping equipment may be prohibited if the chairperson deems this to be distracting.
3. Equipment to be used shall be operating prior to the start of the meeting.
4. The chairperson may request that copies be made of any recordings or tapes. The person making such recordings or tapes shall permit the chairperson to have temporary use of them. Copies will be made promptly. The original recordings and tapes will be returned to the operator.

### **OFFICIAL NOTICE BOARD (Sec. 42)**

The Official Notice Board is located inside the clubhouse on the immediate left wall. Owners and lessees have a magnetic card which will gain access to the board at any time. The Official Notice Board will be glass enclosed and will be locked.

### **NOTICE OF MEETINGS (Sec. 43)**

Posting of notices of meetings on the Official Notice Board shall be done within the time limit which is required by law. The notices shall state the time, place, and date of the meeting. The notice shall include the agenda.

### **MARINAS (Sec. 44)**

If space is available, the Dockmaster will assign resident owners or resident lessees a dock space for one boat for personal use only. Commercial vessels and vessels for charter are prohibited. The boat may not exceed 36' 0" in length and 14' 0" in width. The size of the boat shall be determined by the Manufacturer's Statements of Origin, survey, title or prior registration. Usual appendages to the boat shall not be included when determining its length. (Pulpits, swim platforms, etc.) If space is not available, the owner's name or Lessees' name will be placed on a waiting list. This list will be made public. Dock space will be assigned by the Dockmaster on a "first-come, first-serve" basis. The size of the boat may alter this orderly assignment. If a boat is not used, (taken from the dock and driven), within an 8-month period, it may be subject to removal. If there is a waiting list for dock space, the Dockmaster shall cause an owner or lessee with 2 boats to remove 1. Since the size and location of the boat to be removed are significant, the Dockmaster will make this judgment. No boat, other than the one assigned, may use a slip without first receiving approval from the Dockmaster. A boat owner shall give the Dockmaster notice if an assigned dock will be vacant for more than 1 month. Personal watercraft, jet skis, skidoos, etc. are prohibited.

### **DOCK AGREEMENT (Sec. 45)**

Dockage is only available to residents of Circle Bay for their private vessels. There are no transient facilities or other short term arrangements made.

The dockage agreement shall be for one calendar year for resident owner/lessees. Fractional yearly agreements will be made for boat owners seeking space after January 1st. Agreements are not transferable. The dock space shall be used for the boat assigned, unless approved by the Dockmaster. The agreement is subject to the following:

1. The Dockmaster shall be furnished with proof of ownership, consisting of a valid state registration, Federal documentation, or a signed purchase contract, before he/she may execute an agreement.
2. The Dockmaster shall be furnished with proof of insurance. The minimum amount of Liability Insurance acceptable is \$100,000. It is recommended but not mandatory to add CBYC as an Additional Interested Party.
3. Boat owners shall furnish a Hurricane Plan for the boat to the Dockmaster which shall be subject to his/her approval.

4. If the boat owner does not dock the boat within 60 days of the date of the Agreement, the Dockmaster may terminate the Agreement.
5. If the boat is sold or disposed of, the Agreement is terminated and the space is forfeited. The Dockmaster may hold the space open, if informed that another boat is provided of the same or smaller size will be acquired within 90 days. If proof of purchase by CBYC owner is submitted to the Dockmaster within the 90 Days, and the payments for dock space remains current, the Dockmaster at his discretion may continue to hold the space open providing there is not a wait list for a slip of those dimensions. The size will determine if the new boat retains the current slip, is reassigned to a different slip or goes on the waitlist.
6. The Agreement will terminate with the sale or lease of the boat owner's unit or expiration and non-renewal of lease. Exception see Section 36.
7. The fee for dock use shall be paid quarterly. A refund (full months only) may be made on a pro-rata basis if an Agreement is terminated.
8. The Board will determine the per-foot dock fee annually, with a minimum billing length of 14'. A fraction over a whole amount will be charged to the next larger foot.
9. The Dockmaster has the authority to relocate boats.
10. If a boat owner makes it necessary for the Board to seek a legal remedy in order to enforce any Agreement rule, all costs incurred shall be borne by the boat owner(s).

### **BOATS (Sec.46)**

1. Boats shall be tied down securely and in a seaman-like manner. The boat owner is responsible for the protection of the boat and the dock.
2. When threatened by a storm or hurricane, the boat owner shall follow the approved plan and take all necessary precautions to protect the boat and the dock as directed by the Dockmaster.
3. Refueling at the dock is prohibited.
4. Start-up and warm-up noise is to be kept at a minimum. Engines may not be run at the dock after 10:00 PM and before 6:00 AM.
5. Major repairs may not be made at the dock where external machinery may be required.
6. Living or overnighting aboard boats at the dock is prohibited.
7. After 10:00 PM parties aboard boats are prohibited.
8. Oil and fuel leaks shall be attended to as an incipient emergency. All costs of fines for clean up are the boat owner's responsibility.
9. Throwing rubbish from a boat is prohibited. Discharging from a head is prohibited.
10. Nothing may be permanently placed or stored on the dock without the approval of the Dockmaster.
11. Except for emergencies or for 24 hour charging of batteries, electrical cords may not be connected to the dock power supply, or left on the dock or walkways. If connected longer than 24 hours, the Dockmaster shall be immediately notified.
12. Docks may not be changed or altered
13. Multiple mooring is prohibited unless approved by the Dockmaster.
14. Boats entering or leaving the marina shall do so at idle speed.
15. Boat owners shall maintain their boat in a safe, seaworthy, and shipshape condition. If in the opinion of the Dockmaster, a boat becomes an "eyesore", the Agreement may be terminated and the boat removed. If such a situation evolves, the boat owner(s) will bear the cost of removal.
16. Passing the annual Coast Guard safety inspection (free) by the Coast Guard Auxiliary or Power Squadron is strongly encouraged.
17. Upon leaving the dock, boat owners shall not leave lines in the path of pedestrians.
18. The Board, Dockmaster and persons appointed by the Board and/or Dockmaster shall have access to boats in emergencies or as needed to relocate boats.
19. The safety ladders in the marina are for emergency use only. They are not to be used to access vessels or as a mooring point.

**HOBBY SHOP (Sec. 47)**

The use of a Hobby Shop is available to resident owners/lessees at no cost. A refundable deposit of \$10 is required to obtain a key A Liability Release Form shall be signed before entry is permitted. The Hours of use are from 8 a.m. to 6 p.m. The premises are to be left in a clean, orderly manner after each use.

**COMMON COURTESIES**

- Put your used, unlit cigarette butts in the trash, NOT on CBYC grounds and roadways
- Drive only on the blacktop, NOT on our grass
- Do not smoke on Deck if people are grilling and dining
- Do not smoke close to buildings
- If you use the grills and utensils, please clean them and the surrounding countertops before you leave. If grilling area is used by a large group, and additional residents wish to grill/eat at the deck, please consolidate your area and make everyone feel welcome.
- Be sure the gas is turned off.
- Please do not run your boat engine or generator for an extended period of time.

## APPENDIX - Service Animals & Emotional Support Animals (ESA) - Rules, Qualifications & Restrictions

### **1. Service animals -Rules**

- a. An application must be filed with the association indicating the disability for which a service animal is required unless the disability is apparent (such as blindness).
- b. Service animals should be identified by an orange colored vest or scarf when outside the condo unit so as to be readily identifiable as a service animal. The cost of the vest is the owner's responsibility.
- c. Proof of rabies vaccination must be provided to the association office, which will be maintained in the office, before the animal is allowed on the association grounds. The vaccination records must be updated as required by the State of Florida and Martin County. Failure to have a current rabies vaccination will be sufficient grounds for the animal to be removed.
- d. Proof of license issued by Martin County per Ordinance #557 must be provided to the office.
- e. A service animal that must exit the condo unit to relieve itself may only be walked by the fence area on the North or South boundaries of the association property. These areas will be appropriately marked.
- f. The Service animal owner must clean up after the animal defecates.
- g. If the animal is shown to be a nuisance or a threat to other residents, the animal must be removed. See section 2.d. of this appendix for the terms and conditions relative to a nuisance.
- h. Service animal owners are responsible for any damage caused by their animal. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also full responsibility of the service animal owner.

### **2. Emotional Support Animals (ESA) -Rules**

**In respect for those condo owners who purchased under the no pet policy, it is requested that owners not adopt a pet unless deemed absolutely necessary for their mental and or physical well being. For future reference this will be known as an Emotional Support Animal.**

- a. An ESA must be a mammal. There may be no more than one ESA per qualified individual.
- b. To keep an ESA at the Circle Bay property, a letter from a licensed medical professional that states that the applicant has a disability as defined by the FHA and the need for an ESA to address that specific disability must be presented and maintained at the association office. The



letter must be renewed and maintained annually attesting to the continued need for an ESA. If such a letter is not provided the animal must be removed immediately. These letters will be kept confidential as required by Florida law.

- c. An ESA that must exit the condo unit to relieve itself may only be walked by the fence area on the North or South boundaries of the association property.
- d. The ESA owner must clean up after the animal defecates. Proper procedures for disposing of same to be found later in this Appendix.
- e. An ESA should be identified by a yellow colored vest or scarf when outside the condo unit so as to be readily identifiable as an ESA. The cost of the vest is the owner's responsibility.
- f. Proof of rabies vaccination and spay/neuter must be provided to the association office, which will be maintained in the office, before the ESA is allowed on the association grounds. The vaccination records must be updated annually. Failure to have a current rabies vaccination will be sufficient grounds for the ESA to be removed.
- g. If the ESA is shown to be a nuisance or a threat to other residents, the animal must be removed immediately. See later in this Appendix for the definition of "nuisance animal".
- h. Proof of license issued by Martin County per Ordinance #557.

A violation of the rules found herein regarding animals will result in a warning for the first offense. Subsequent violations will be referred to the Association's attorney for appropriate action. The violator will be responsible for any attorney's fees

### **3. Emotional Support Animals (ESA) - Qualifications & Restrictions**

#### **A. Screening/Registration**

ESA owners must complete an ESA Application Form and the follow other rules specified in this Appendix before an ESA occupies the unit. If the ESA is a dog or a cat, a current photograph must be attached, along with proof of vaccinations, licensing and neutering to be renewed yearly. The board of directors will present a copy of the pet policies to the resident for review and signature of receipt.

#### **B. Permissible ESA's**

Domestic dogs and cats are allowable ESA. In case of ESA, where multiple ESA's may be required of the same unit, all ESA guidelines will apply for each ESA. An ESA will preferably be hypoallergenic for the benefit of those residents that may be allergic to the animal.

### **c. Restrictions**

**ESA's and their owners, that violate these restrictions, may result in the removal of said animal.**

1. ESA's shall not be kept, bred or used for any commercial purpose. All cats or dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
2. ESA's must be confined to the ESA owner's unit and must not be allowed to roam free or be tethered. ESA's must not be left unattended on patios or balconies. ESA's that are in transit from their condo unit are to be carried, restrained by leash or placed in an animal carrier. Resident caregivers that are in transit with an ESA may take their ESA out of the building only by way of the staircase and parking area. Designated areas for ESA's to relieve themselves are the north and south borders of the complex by the fences.
3. ESA's are to be groomed within the confines of their owner's unit or at a professional groomer. Clippings etc are to be bagged and disposed of in the trash receptacle.
4. Persons who walk ESA's are responsible for immediately cleaning up after their animals and discarding securely bagged ESA droppings in designated areas only.
5. All animal waste must be deposited in ground floor garbage receptacles. Cat litter may not be disposed of in toilets. No ESA waste may be dropped down the chutes. They must be securely double bagged and carried to the ground floor trash receptacles.
6. ESA owners may not use condo association commercial washers to launder ESA's bedding, toys, blankets, etc.
7. ESA owners are responsible for any damage caused by their ESA's. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also full responsibility of the ESA owner.

### **D. Nuisance Animals**

No ESA shall be allowed to become a nuisance or create any unreasonable disturbance.

Examples of nuisance for the purposes of this paragraph are:

1. ESA's whose unruly or aggressive behavior causes personal injury or property damage, or threatens personal injury.
2. ESA's who make noise continuously and/or incessantly for a period of 10 minutes, or intermittently one hour or more, to the disturbance of any person at any time day or night.
3. ESA's are not allowed in the pool.

4. ESA's who relieve themselves on walls or floors, parking areas, or common areas will be deemed a nuisance. This must be cleaned immediately and if such behavior continues, the animal will be subject to removal.
6. ESA's who are conspicuously unclean or parasite infested will be deemed a nuisance.

### **E. Other Resident Responsibilities**

1. Residents are responsible for the ESA's of guests who visit their unit; such ESA's are subject to the same restrictions as resident ESA's. No ESA's of guests can stay in the unit for more than 14 days in any one year period without prior written permission of the board of directors.
2. ESA owners shall indemnify the Condo Association and hold it harmless against loss or liability of any kind arising from their ESA(s) or those of guests in writing.

### **D. Hurricanes and Emergencies**

ESA owners must submit upon registration what provisions will be made for ESA's in case of an emergency (i.e. hospitalization, hurricane or any other occasion when premises must be vacated). It is recommended that an animal have registration at the ESA boarders/vet well in advance of any hurricane or must evacuate with ESA caregiver

### **F. Enforcement**

Any resident or personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the ESA owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the board of directors. If the board is in agreement with such complaint, the ESA owner will receive written notice of violation. A violation of the rules found herein regarding animals will result in a warning for the first offense. Subsequent violations will be referred to the Association's attorney for appropriate action. The violator will be responsible for attorney's fees.

If after the third violation the problem is still unresolved, arrangements will be made for a hearing. (At the board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or imminent threat thereof.) The board of directors may require the permanent removal of any ESA, if such ESA is determined by the board to be a nuisance or a danger the community and its residents.

If so determined, the ESA owner will have 30 days to remove the ESA from the premises, unless the ESA is determined to be a threat to personal injury. If a threat of personal injury the ESA owner

will be required to remove the ESA immediately. The board of directors also has the authority to assess and collect fines for violations of the house rules pertaining to ESA's and to assess and collect amounts necessary to repair or replace damaged areas or objects.

**g. Death of ESA owner.**

Upon the death of the original registered owner of an ESA, said animal will be grandfathered and may remain with a surviving co-resident but will not be replaced, unless the decedent's survivor meets all the requirements for an ESA stated in these rules and associated appendix.

ACTIVE: C18815/339774:8082559\_1