

Instrument Prepared by:
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**CERTIFICATE OF ADOPTION
RULES AND REGULATIONS OF ADMIRALTY CLUB CONDOMINIUM
ASSOCIATION, INC.**

The undersigned directors of ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC., the corporation in charge of the residential condominium known as ADMIRALTY CLUB, according to the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, Admiralty Club Condominium, thereof, as recorded in Official Records Book 1538, Page 210, of the Public Records of Volusia County, Florida (the "Declaration"), and as has been amended from time to time, hereby certify that the Board of Directors of ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC. adopted, by unanimous vote, the following Rules and Regulations of Admiralty Club Condominium Association, Inc., on December 12, 2019. The undersigned further certify that the Rules and Regulations of Admiralty Club Condominium Association, Inc. were proposed and approved pursuant to Article III, Section 4 of the Bylaws of Admiralty Club Condominium Association, Inc., as incorporated as an exhibit to the Declaration, and all applicable law and that the Rules and Regulations of Admiralty Club Condominium Association, Inc. do not materially impair the common plan of development of the condominium.

The Rules and Regulations of Admiralty Club Condominium Association, Inc. completely repeal and replace all previous versions of any such Rules and Regulations of Admiralty Club Condominium Association, Inc.

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IN WITNESS WHEREOF, ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC, has caused this certificate to be executed in its name on the respective dates set forth below.

ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

WITNESSES:

Timothy Cihinsky
Print Name TIMOTHY CIHINSKY

Danice Connor
Print Name

By: *Lou Cassara*
Name: Lou Cassara
Title: President

By: *Dean Duncan*
Name: Dean Duncan
Title: Vice-President

STATE OF FLORIDA)
) SS
COUNTY OF VOLUSIA)

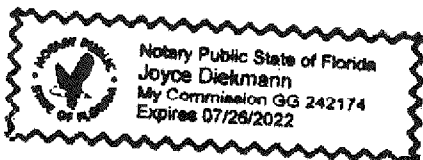
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lou Cassara, President, and Dean Duncan, Vice-President, of ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. Lou Cassara is personally known to me or has produced _____ as identification. Dean Duncan is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of February, 2020.

Joyce Diekmann
Notary Public, State of Florida at Large

Joyce Diekmann
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:





The Admiralty Club

ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS – 2019

ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC.

3606 South Peninsula
Port Orange, FL 32127

Introduction

Welcome to ADMIRALTY CLUB! We are glad that you have chosen to live here.

Condominium living has many advantages, but it is quite different from living in individual homes within a community where owners are restricted only by their self-imposed rules.

To have many people living in close proximity and still fully enjoy life requires a great deal of consideration for the rights and obligations of all residents.

Written rules and regulations such as follow make it much easier to establish understanding and promote an amicable and pleasant environment.

It is in this spirit that the Board of Directors has adopted and published these Rules and Regulations. We trust that you will find them easy to abide by and conducive to a happy way of living at Admiralty Club.

The signed original document is a part of the permanent records maintained by our management company. This document supersedes all previous Rules and Regulations.

In the event there is any conflict with the Declaration of Condominium, By-Laws or Articles of Incorporation, the provision of those documents, and not these Rules and Regulations, shall apply.

*Board of Directors
Admiralty Club Condominium Association, Inc.*

TABLE OF CONTENTS

Contents

1. Overview	6
2. Definitions	6
3. Community Code of Conduct	7
4. Condominium Management	8
BOARD OF DIRECTORS	8
STAFF	8
RULES AND REGULATIONS	8
BUDGET	8
RESPONSIBILITY OF OWNER	9
LEASING	9
OVERNIGHT GUESTS	9
DOCUMENTS TO BE COMPLETED & ON FILE IN THE OFFICE	9
5. Condominium Unit Information	10
OWNERS/LESSEES	10
KEYS/FOBS	10
INSURANCE	11
MAIL	11
MOVING	11
DELIVERIES	12
RENOVATIONS/WORKMEN	12
BALCONIES	13
HURRICANE SHUTTERS	13
UNATTENDED UNITS FOR EXTENDED PERIODS	15
HEATING, VENTILATION, AND AIR CONDITIONING ("HVAC") POLICY	15
6. Facilities and Amenities	16
LIABILITY	16
CHILDREN	16
GUESTS/PARTIES	16
BARBEQUE	16
CAR WASHING	17

Admiralty Club Condominium Association, Inc.
Effective Date: December 12, 2019

GARBAGE/TRASH CHUTES	17
KAYAK RACKS	17
LAUNDRY ROOMS	18
PARKING.....	19
PAINT ROOM.....	19
PELICAN LOUNGE.....	19
POOL	19
RECYCLE.....	20
RESTRICTED AREAS	20
RIVERSIDE WALKWAY AND DOCK.....	20
SAUNAS	21
SHOPPING and LUGGAGE CARTS	21
SHUFFLEBOARD.....	21
ASSOCIATION SOCIALS	21
STORAGE BINS & BICYCLES	21
DESTRUCTION OF PROPERTY	21
CLEANLINESS AND APPEARANCE	22
NOISE NUISANCE.....	22
SMOKING POLICY	22
SECURITY	22
SOLICITATIONS	22
BULLETIN BOARD	23
GIFTS TO THE CONDOMINIUM	23
REPAIR AND MAINTENANCE	23
ACCESS TO UNITS	23
LEASING POLICY	23
PERMANENT OCCUPANCY LIMITATIONS.....	24
SALE OF UNIT	24
MOVING IN OR OUT POLICY	24
ELEVATORS.....	24
CONTRACTOR/OWNER RULE	24
7. Hurricane and Fire.....	25
8. Service Dogs and Emotional Support Animals	26

9. Enforcement Procedures	29
10. Maintenance Assessment Collections Policy	34
11. Access to Official Books and Records.....	36
12. Forms	38
REQUEST FOR EMOTIONAL SUPPORT ANIMAL	38
ANIMAL IDENTIFICATION FORM	39
VERIFICATION FOR EMOTIONAL SUPPORT ANIMAL.....	40
HEARING COMMITTEE PROCEDURES	41
HEARING COMMITTEE DECISION FORM	42
CONCERN/COMPLAINT FORM	43
WITNESS STATEMENT FORM	44
EVIDENCE AUTHENTICATION FORM	45
REQUEST TO ACCESS ASSOCIATION RECORDS	46
HURRICANE SHUTTER APPLICATION FORM.....	48
KAYAK RACK APPLICATION FORM.....	49

1. Overview

These rules and regulations apply to all owners, occupants, lessees, invitees and guests at Admiralty Club Condominium Association, Inc. ("Admiralty Club"). They have been designed for the safety and comfort of the Association's members, owners, occupants, Lessees, invitees, and guests, as well as for the maintenance of the Association property. They are a blend of common sense, consideration and compromise.

It is the responsibility of the association's Board of Directors (herein identified as the Board), the Property Management Representative, and the Maintenance Technicians to ensure that these rules are enforced. Full compliance is a condition of continued occupancy or visitation at Admiralty Club. Willful or continued non-compliance will be reported to the Board which has the authority to take action as necessary to ensure compliance.

As owners, lessees or guests, your cooperation ensures that all of us will continue to enjoy the unique lifestyle available within the Admiralty Club Community.

Each owner, lessee, invitees, occupant and guest shall comply with these rules and regulations and all rules and regulations which are subsequently adopted, and the provisions of the Declaration of Condominium, By-laws, and Articles of Incorporation as amended from time to time. Failure of an owner, lessee, invitee, occupant, and/or guest to observe these rules will be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or other alternatives (suspension of use and voting rights and fines levied against the property). In addition to all other remedies, a fine or fines may be imposed on an owner for any infraction done by his family, guests, lessees or employees for failure to comply with any covenant, restriction, rule or regulation.

2. Definitions

ASSOCIATION. The Admiralty Club Condominium, 3606 S. Peninsula Dr., Port Orange, FL 32127.

OWNER. The legal owner(s) of a Unit in the Condominium, as recorded in the County records.

AUTHORIZED OCCUPANT. The owner, lessee, or immediate family thereof.

IMMEDIATE FAMILY. The father, mother, children, and grandchildren of an owner or lessee.

LESSEE. A person/persons who has been interviewed and have had a background check and have a lease on a Unit, for not less than six (6) months and one (1) day.

MANAGER. The person/persons employed by the Association for the purpose of conducting the business of the Condominium and to oversee proper maintenance of its property. The manager shall be required to have a CAM License and to keep it up to date.

PETS. The only pets allowed are fish, one bird (with prior Board approval), emotional support animals, as defined by the Fair Housing Act, and service dogs, as defined by HUD, with the proper licensing and paperwork from medical professionals.

POOL AREA. The elevated concrete area immediately surrounding the swimming pool. Food and animals are not allowed in this area per Health Department Law. No glass containers are allowed in the pool area.

RECREATIONAL FACILITIES. Recreational facilities include Pelican Lounge, pool table, ping pong table, saunas, shuffleboard courts, barbecue grills, Kayak dock, deck, and riverside walkways.

3. Community Code of Conduct

Members/Owners and other Residents (their invitees and guests) shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Members, Residents, guests, occupants, invitees, or directed at the Board of Directors or Management, its agents, its employees, or vendors.

Members/Owners, other residents (their lessees, invitees, and guests) and Board members acting on behalf of the Association, shall not engage in any intimidation of any other persons through the display or discharge of a firearm, or the display of any other weapon (edge weapon, blunt force weapon, etc.) while on common areas, nor shall any Board member use such means to enforce any of the Association's Covenants, Restrictions, Rules or Regulations. If such action is taken, then the Owner, Board Member or resident shall indemnify and hold harmless the Association from any law suit or other legal proceeding brought against it and, in the case of a Board Member, such Board Member shall be immediately removed from the Board for cause.

4. Condominium Management

BOARD OF DIRECTORS

- There are seven (7) members on the Board of Directors.
- Board of Director "workshops" are held to enable the members of the Board to review/discuss business. Owners may attend.
- Board meetings are posted, and all owners are encouraged to attend.
- Annual Elections notices are hand delivered or mailed to all owners to allow persons desiring to become a Board member to be a candidate.

STAFF

- One (1) licensed Community Association Manager.
- One (1) part time administrative assistant on property Monday through Friday, 8:00 am – 2:00 p.m.
 - All Association work-order requests must go through the administrative assistant during regular office hours, on-site at the administrative office
- Two (2) part-time janitor/maintenance persons on property Monday through Friday, 8:00 a.m. – 4:00 p.m.
- Staff composition and number may be modified at the direction of the Board of Directors.

RULES AND REGULATIONS

- Condominium Rules and Regulations are available on-line at www.AdmiraltyClub.com.
- The Board of Directors may impose a fine of up to \$100 per day for any violation of the rules and regulations up to \$1,000.00.
- If an Owner is more than 90 days delinquent in the payment of any fine or other monetary obligation over \$1,000.00, then the Board of Directors may suspend the use of common elements/areas until such monetary obligation is paid. The Board may not restrict access to the Unit or limited common elements appurtenant to the Unit.
- If an Owner is more than 90 days delinquent in the payment of any fine or other monetary obligation, then the Board of Directors may suspend the Owner's voting rights until such monetary obligation is paid.
- See Enforcement Procedures and Maintenance Assessment Collections Policy contained in these Rules and Regulations for full procedure.

BUDGET

- The budget is reviewed and prepared each year with a copy sent to all owners.
- Currently, we have reserve accounts for the roof, parking lot, painting, elevators, walkways, and pool and deck.

- Maintenance fees are due on the first (1st) of each month and pays for all maintenance of the building, grounds, salaries, insurance, cable, etc.
- The amount of the maintenance fee is based on the square footage of the unit and thus varies according to Unit size (1, 2, or 3 BR).

RESPONSIBILITY OF OWNER

- An owner/member is responsible for all guests, lessees, authorized occupants and children visiting his/her Unit. It is the responsibility and obligation for Unit Owner/Member to ensure that all persons know, understand, and abide by the Rules and Regulations of the Admiralty Club Condominium. The Board of Directors may impose a fine of up to \$100 per day for any violation of the rules and regulations.

LEASING

- Per the Declaration of Condominium, Paragraph 7(c), leasing of Units shall be for a term of not less than six (6) months and one (1) day and must be for single-family use only.
- No sub-leasing is permitted.
- Owners shall provide a copy of any lease to the management office.

OVERNIGHT GUESTS

- The manager is to be informed of all overnight guests.
- All overnight guests must sign in on the guest register located on the podium in the lobby.
- Guest is defined as a person who stays no longer than 14 consecutive days or 30 accumulative days per calendar year.
- The following does not apply to immediate family members, parents, children, and grandchildren.
- Guests exceeding this limit shall be considered occupants and shall be subject to a background check. The Board may levy a fine of up to \$100.00 per day/\$1,000.00 total for failure to register occupant(s) of any Unit.
- Guests shall follow the Rules and Regulations. Owners and Lessees are responsible to make their Guests aware of the Rules and Regulations and their adherence.
- All guests shall park in a parking space marked GUEST, unless they are visiting in absence of the owner/renter/occupant, in which case they may park in the assigned parking space for that unit.
- Guests must obtain a temporary parking pass from the manager.

DOCUMENTS TO BE COMPLETED & ON FILE IN THE OFFICE

- Owner/Lessee Information form
- ORIGINAL COPY of Certificate of Appointment of a Voting Representative.
- Signature authorization for manager to sign for and accept UPS, Fed Ex, or flower

deliveries on the behalf of unit occupants.

- Move in- Move out form.
- Mortgage form, if applicable.
- Visitor Form.
- Interview Checklist form.

5. Condominium Unit Information

OWNERS/LESSEES

- Owners selling a unit must provide buyer a copy of the Documents and By-laws. Copies can be purchased in the office for \$25.00. These documents are available on-line at www.AdmiraltyClub.com.
- Owners selling a unit must provide buyer with Keys to mailbox, unit entrance door, and storage room. In addition to fobs to the building entrance door (see Key section below for more information).
- Owners selling or leasing a Unit must provide to the Association a report of a licensed home inspector, certifying that the plumbing, HVAC, and electrical systems are in working order, windows are operable and free of leaks, and that the unit is free of visible mold.
- Basic cable/internet service is included in the general assessment. The Association reserves the right to change the telecom provider and method without amending these Rules and Regulations.
- No door mats are allowed on the walkways (safety hazard).
- Newspaper subscriptions will be delivered to your door.
- Only approved pets (fish or *one* bird) are allowed in the Units. No other pets of any kind are allowed on the premises at any time, except as required to provide a reasonable accommodation for persons in need of a service dog or emotional support animal. See Emotional Support Animal Policy.
- Service dogs and emotional support animals must be approved by the Board of Directors prior to coming into building. Appropriate documentation must be provided (Medical Professional's verification, reason for Service Dog/ Emotional Support Animal, Training papers (Service Dogs only), etc.). There will be a \$100.00 per day fine up to \$1,000.00 if you choose to ignore this policy.
- Entrance doors are not to be propped open with carpet, wood, rocks, etc.
- No water beds are allowed.

KEYS/FOBS

- Owners are entitled to two (2) fobs for the Condominium entrance doors and the unit door and these are to be obtained from the seller on or before closing.
- Additional entrance fobs are available at the office for \$25.00 each – Owners only.
- **All unit door keys/keypads must be "keyed" to our master.** Please check with the manager for information regarding this. See also Section 6., SECURITY, in

these Rules and Regulations.

- Visitors may enter the building by dialing your three (3) digit calling code number on the directory from the outside entrance phone. Your phone will ring and connect with the entrance phone. For security, calling code will not be the same number as your condo unit number. Please provide your condo unit number to caller prior to pressing 6. Pressing "**6**" on your phone will release the door. Hang up your phone. (For more information see Resident's Instruction for Front Entry Phone later in this document).
- **DO NOT OPEN ANY ENTRANCE DOOR TO STRANGERS. If you do not know the person, do not allow them entry into the building by phone or at the door.**

INSURANCE

- Each unit owner is responsible for purchasing insurance coverage for personal insurable property interest within the Unit as well as protecting the Association's interest in real property in or running with the unit per Florida Statute 627.714.
- The Association obtains insurance to protect itself and its officers against liability, wind and flood claims as required by Florida Law and the Governing Documents. The insurance document covering the Association may be viewed by a unit owner by contacting the management office or at www.admiraltyclub.com.

MAIL

- No back up key to your mailbox is maintained in the Condo's office.
- Notify the manager if you intend to be absent for a period.
- Notify the Post Office in advance and arrange to have your mail forwarded to you or held at the Post Office in your absence.
- Mail delivery person will leave a key in your mailbox if you have received a package. (Packages are placed in the large mailboxes marked 1P thru 5P at elevator side of the mailboxes.)
- The Association and the Manager are not responsible for the loss of any packages signed for.
- The Manager shall not sign for packages containing medical prescriptions, nor shall the manager accept legal service of process on behalf of any Owner or Lessee.

MOVING

- The manager is to be notified 24 hours in advance to pad the elevator and place the protective device on the floor.
- The manager will key the north elevator to control the opening and closing of the doors.
- Please use the door stop and not the Admiralty Club building entry door mats to hold the door open.
- When the door is open, someone must be at the door.
- Moving and deliveries are preferred to be accomplished between 8:00 AM and

5:00 PM, Monday through Friday, and Saturdays from 8:00 -12:00 pm. Moving on Sunday is not permitted.

- Locate the main water shut off value in your unit, circuit breaker, air handler, and A/C units.

DELIVERIES

- All contractors, vendors, and delivery people must first see the manager before delivering any merchandise or equipment and before beginning any work in any unit.

RENOVATIONS/WORKMEN

You, as an owner:

- Must obtain Board of Directors approval for all renovations impacting building infrastructure and limited common elements. Installation of window or door shutters needs to be submitted to the Board of Directors for approval.
- Advise the manager of all scheduled work, to include type of work, time involved and provide the manager with a copy of the license and liability insurance for the contractor.
- All contracts with any contractors must specify that the Association be named as an additional insured. You must provide a copy of the contract and the Certificate of Insurance identifying the Association as an Additional Insured to the manager prior to commencing work.
- Work must be permitted with the City of Port Orange, as applicable.
- Arrangements to "pad" the elevator walls and floor must be made in advance with the Manager. Only the North Elevator is to be used for transporting construction materials, equipment and for debris removal.
- Must arrange for removal from the grounds of the Condominium of any/all cabinets, appliances, doors, screens, air conditioner condensers, air handlers, removed wall plaster board, sinks, toilets, tubs, ceiling fans, furniture, etc., as none of the can be placed in our dumpsters.
- Will be responsible to repair any damage to the walkway and parking lot surface caused by self or contractors under your employ.
- Will be responsible to ensure that no debris is left on the walkways, in Condo entrance, or in the parking lot by yourself or those in your employ.

- Will advise all contractors to inspect all areas to ensure no nails, screws, etc. have been left to puncture tires.
- Work of any type that may generate noise may not begin before 8:00am nor continue past 5:00pm Monday through Friday and 8:00am to 12:00pm on Saturdays. No work is to be done on Sundays.
- No carts owned by the Condominium are to be used to transport supplies, equipment, tools, or the like, by owners or contractors.
- **Hardware flooring (tile, laminate, etc.) requires a noise reducing membrane. Hardwood flooring is required to have the Unit 2/3 carpeted area.**

BALCONIES

- As a Limited common element, balconies are maintained by the Condominium Association approximately every 5 years.
- No carpet or welcome mats are allowed to be placed on the balcony.
- Urethane coating has been applied.
- No towels, laundry, etc., are to be placed over the rails.
- Ceiling fans and wind chimes are not to be installed on the balcony. No awnings, umbrellas, or reflective material shall be used unless approved by the Association.
- No grills are permitted to be used on balconies per the fire code.

HURRICANE SHUTTERS

- Unit owners shall apply to the Board in writing to install or replace hurricane shutters on a form provided by the Board. Unit owners must supply the name, licensing number, and insurance information of the contractor engaged to install the hurricane shutters, the make and model of the hurricane shutters, and a statement from the contractor that the proposed shutters meet or exceed current building code standards. Owners shall submit the technical specifications for the proposed shutters and a copy of the Certificate of Insurance of the contractor naming the Unit owner and the Association as additional insureds. Insurance of the contractor must conform to the specifications contained in the Admiralty Hurricane Shutter Specifications.
- All hurricane shutters must conform with the specifications contained in the Admiralty Club Hurricane Shutters Specifications.
- In the event the Board, in its sole discretion, determines it to be necessary to have an engineer review the documentation supplied with the application for the

purposes of determining whether the proposed hurricane shutters conform to this policy or to applicable building codes, then the requesting owner shall pay to the Association the estimated cost of such engineer's review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer's review within thirty (30) days subsequent to receipt of the Board's notice shall be deemed a withdrawal of the request for installation of the hurricane shutters and the Board shall have no obligation to approve or disapprove the application.

- The Board shall either approve or disapprove the application to install hurricane shutters within thirty (30) days of application, but may extend the time for a decision upon good cause. Approval shall not be unreasonably withheld.
- Unit owners shall be responsible for all permitting with appropriate governmental agencies for installation of hurricane shutters. The Board shall cooperate and assist with all valid permitting requests.
- Installation, removal, repair, replacement, servicing and maintenance of hurricane shutters shall be at the Unit owner's sole expense. Unit owners shall add the replacement value of the hurricane shutters to their homeowners' insurance policies.
- Unit owners agree to be responsible for the costs of removing and reinstalling any hurricane shutters as may be necessary for the Board to perform its maintenance responsibilities for condominium property. Any existing, non-conforming hurricane shutters may not be reinstalled after completion of maintenance.
- Unit owners shall be liable to the Association for any damage to condominium property resulting from the installation, repair, removal, replacement, maintenance or servicing of their hurricane shutters, and shall reimburse the Association for any money expended to repair the same. Unit owners shall defend, indemnify and hold harmless the Association, its Board of Directors, agents and employees, from any claims, lawsuits, liens or other liabilities arising from the installation, replacement, removal, servicing, maintenance and repair of any approved hurricane shutters.
- The Board of Directors, its agents and employees, may operate installed shutters without the permission of the Unit owners only where such operation is necessary to preserve and protect the Unit or condominium property. Unit owners shall provide a key to the Unit to the Board to be used in the event that operation of the hurricane shutters becomes necessary.

- If Unit owners will be absent from the Unit for more than three (3) days during hurricane season, Unit owners shall close all hurricane shutters before departing. Unit owners shall also remove all loose and moveable objects, including furniture, from balconies and patios if they will absent from the Unit for more than three (3) days during hurricane season.
- Unit owners shall perform all servicing, maintenance and repairs on the hurricane shutters per the manufacturer's instructions. Unit owners shall have their hurricane shutters inspected by a licensed and insured contractor at least once every three (3) years and after any named storm that affects our area.
- After approval, the Association, its agents and employees, and the Board of Directors shall assume no responsibility, liability, or financial obligation for the servicing, maintenance, removal, replacement, repair or inspection of the hurricane shutters. Should the hurricane shutters fail to operate or protect the Unit in the event of an emergency, the Association shall not be liable to the Unit owner or any other Unit owners that may be damaged as a result of such failure.
- The installation, removal, replacement, operation, repair and maintenance of such shutters in accordance with the procedures set forth in this subsection shall not be deemed a material alteration to the common elements or condominium property.

UNATTENDED UNITS FOR EXTENDED PERIODS

- Keep A/C on at 78 to aid in the control of humidity.
- Arrange for someone to monthly inspect your unit - most specifically after a hurricane, the staff cannot do this and still accomplish their assigned duties.
- Turn off water to Unit and the water heater.
- Arrange for a responsible person to take immediate action in case of water intrusion/damage to your unit (not the manager).
- Remove all furniture from balconies. A \$50 fine will be levied if management has to remove furniture due to a hurricane or other high wind emergency.

HEATING, VENTILATION, AND AIR CONDITIONING ("HVAC") POLICY

- Unit owners shall have their HVAC system inspected annually by a licensed and insured HVAC contractor that has been approved by the Association. The Association shall maintain a list of approved contractors, along with such contractors' current licensing and insurance information, a copy of which list shall be made available to owners upon request.
- Unit owners shall promptly have an approved HVAC contractor repair and/or

replace any damaged or malfunctioning HVAC units.

- Unit owners shall change the filter on all HVAC units at least quarterly. The filter shall meet or exceed the MERV rating specified by the manufacturer's instructions. If Unit owners engage an HVAC contractor for this maintenance, the Unit owners must use an Association-approved HVAC contractor.
- Unit owners shall flush the HVAC condensate drain line with household bleach at least quarterly. If Unit owners engage an HVAC contractor for this maintenance, the Unit owners must use an Association-approved HVAC contractor.
- In order to prevent the growth of mold and mildew, at all times, including when the Unit owner is absent from the Unit, the Unit owner shall run the HVAC system to adequately maintain relative humidity below 60%. A thermostat with a humidistat may be installed to ensure strict compliance with this requirement. Generally, 60% relative humidity can be maintained with the air conditioning thermostat set to 78 degrees Fahrenheit or below.

6. Facilities and Amenities

LIABILITY

Persons using the recreational facilities do so at their own risk. Unit owners are responsible to inform Lessees and Guests of this information.

CHILDREN

- Children under the age of thirteen (13) must be supervised by an adult at all times in all areas of the property.
- Children are not permitted to play on the walkways, corridors, stairways, parking lot, Pelican Lounge, lobby, or elevators.
- No roller skating, rollerblading, skateboarding, bike riding, scooter riding or the like is permitted in walkways, corridors, stairways, parking lot, pool area, Pelican Lounge, lobby, or elevators.
- An owner is responsible for any damage caused by children visiting or residing in his/her unit.

GUESTS/PARTIES

- Owners/residents may have no more than six (6) guests at any time in all common areas, including the Pool and all Recreational Areas as defined herein.
- No common area may be used to the exclusion of other owners/residents.

BARBEQUE

- Use of the barbecue facilities is permitted between the hours of 9:00 AM and 10:00 PM.

- Cooking elsewhere on the Admiralty Club Common Elements or Limited Common Elements is forbidden. Unit balconies are Limited Common Elements.
- Once ignited, the grill must not be left unattended.
- Instructions for lighting and use of the grill must be followed carefully.
- Be sure the gas is turned OFF when cooking is completed.
- Clean grill and surrounding area after each use.
- Grill must be operated by adults only.
- Do not place any briquettes in the grill!

CAR WASHING

- Cars may be washed unless the city is under water restrictions. Please be conservative in your use of water and report any leaks to the Management Office.
- Hoses for car washing are located at the North and South ends of the building.
- Emotional Support Animals and Service Dogs may be washed in the designated car washing areas.

GARBAGE/TRASH CHUTES

- Chutes are located in the North and South stairwells and may be used between 8 AM and 9 PM only.
- No recyclable plastics or cans are to be thrown into the chute - they must be put in the recycle bins outside.
- All garbage must be placed in heavy duty bags, free of holes, tied shut, and checked for leakage prior to being placed in chutes.
- Place nothing on the floor beneath the chutes.
- No animal waste or bedding may be deposited in the chute.
- If you spill something on the floor or walkways, please clean it up immediately, or contact the manager for help.
- Trash Rooms containing dumpsters are accessed from the parking lot on the North and South ends of the building.
- **BOXES ARE TO BE BROKEN DOWN & TAKEN TO THE DUMPSTER**
- No boxes or other articles intended for disposal are to be placed in the unit owner's storage rooms.
- Garbage disposals should not be installed or used as they clog the sewer lines.
- No disposal of furniture, appliances or other large items in the trash rooms or dumpster. Removal is the responsibility of the Owner.

KAYAK RACKS

- Kayak racks are available for rent on a first-come, first-serve basis. Owners wishing to rent a berth in the kayak rack must submit a Kayak Rack Application Form, included in these Rules and Regulations, and submit the first month's rental fee to the Manager.
- The rental fee for a berth in the kayak rack is \$20.00 per month or \$240.00

annually. If any Owner fails to pay the monthly rental fee, then the Manager shall send a 3-day notice to the Owner by regular mail to either pay the rent or vacate the space. If, after seven (7) business days from the date of mailing, the Owner has either not paid rent or not removed the kayaks, then the kayaks shall be removed from the berth and the Owner will be charged a \$50.00 fee for removal and costs for large item trash disposal, if so disposed. The Association is not responsible for storage of removed kayaks and may dispose of removed kayaks as it sees fit, including by conveyance to other Owners, tenants, or members of the community at large.

- No more than two (2) kayaks may be stored per berth.
- All kayaks must be secured, with all loose straps and fasteners stored inside the kayak or otherwise secured so as not to flap excessively.
- No kayaking accessories (paddles, life preservers, fishing rods, etc.) may be stored with the kayaks and must be brought inside the owner's Unit or storage bin.
- The Association is not liable for any damage to, or theft of, any kayak stored on the kayak rack. Owners store their kayaks on the kayak rack at their own risk.
- Owners, their guests, tenants and invitees, use kayaks at their own risk.
- In the event of a hurricane or other high-wind event, kayaks must be brought inside the Unit. A \$50.00 charge will be assessed if management has to remove a kayak due to a hurricane or other emergency, and such work will be performed after the common property work is complete.
- This policy also applies to stand-up paddleboards, surfboards, canoes, and other small watercraft as may fit onto the kayak racks.

LAUNDRY ROOMS

- Laundry facilities are found on every floor.
- Hours are 7 AM to 10 PM.
- The filters in the dryers and the small vents outside of the laundry room(s) on the walkway are to be cleaned after each use. Lint from these vents is to be disposed of in the trash receptacles.
- Do not place recyclable detergent/softener containers in the trash receptacles in the laundry rooms.
- Make a conscientious effort to remove clothes from the washer and/or dryer immediately after the cycle has completed.
- Currently, use of the washers and dryers is \$1.00 each, per load.
- When laundry facilities are in use, please be courteous and exercise patience in waiting your turn.
- Machines should not be used for heavy items such as rugs and comforters. Heavy items should be taken to laundromat.
- Dyes are NEVER to be used in the machines.
- Due to the age of the building's plumbing and electrical systems, no washers, dryers, or washer/dryer combinations are permitted within Units.

PARKING

- Overnight guests must obtain a temporary parking permit card from the office.
- **NOTE:** Unauthorized vehicles will be towed away. Park in your assigned space **ONLY**.
- **NO** trailers, boats, autos with kayaks or surfboards on the roof, commercial vehicles, recreational vehicles (RV's), golf carts **PERMITTED**.
- No storage of personal items in parking spaces – vehicles only.
- Owners and lessees are to use only their assigned parking space or carport unless assigned owner gives permission and manager has been notified.
- Parking under the entrance canopy is restricted to loading or unloading the vehicle. Unattended vehicles in the fire lane will be reported to the police.
- Vehicles with commercial advertising or printing are not permitted. For sale signs are not allowed to be displayed on vehicles.
- Vehicles are to have current license tags.
- The speed limit in the parking area is limited to 10 miles per hour.
- Skateboarding, frisbee throwing, roller blading, or scooter riding is prohibited.

PAINT ROOM

- Located on the 5th Floor, South end.
- Nothing is to be left in the Paint Room after 24 hours of use.
- Items left to dry need to have owners name and unit.

PELICAN LOUNGE

- The Pelican Lounge will not be reserved for private parties.
- Owners may bring no more than six (6) guests per Unit to the Pelican Lounge.
- Pool attire may not be worn in the Pelican Lounge.
- The Association reserves the Pelican Lounge for Owners-only gatherings on Super Bowl Sunday, Thanksgiving, Christmas, New Years, Easter, Valentine's Day, St. Patrick's Day, Halloween, Memorial Day, Labor Day, and July 4th.
- Please clean up after using the lounge.

POOL

- Pool hours are 9:00 AM until dusk (30 minutes after sunset).
- Read and follow the posted, Florida Statutes mandated, rules.
- Children under thirteen (13) years of age must be accompanied by a responsible adult at all times.
- **NO DIVING Into the POOL.**
- No lifeguard on duty – swim at your own risk.
- No food or alcohol is allowed at the pool side. Drinks must be in plastic or aluminum containers. **NO GLASS IS ALLOWED** anywhere in the pool area.
- Chairs and lounges are not to be removed from the pool area.
- Chairs and lounges are to be put back into the original placement if you have moved them.

- Lounges are to be covered with a towel.
- It is preferred that you not unfasten the depth rope, however, if you do so, refasten the rope when you leave the water.
- Shower before entering the pool.
- No running, frisbee throwing, or ball playing in the pool area.
- Single person flotation devices are permitted May 1st through October 1st – use at your own risk.
- Music should be kept at a low volume.
- Owners/lessees are limited to six (6) guests at the pool per Unit. No private parties are permitted at the pool.
- The pool may be heated during the winter months depending on temperature and wind speed (wind chill).
- Cover ups and foot wear are required in the building and back and forth to the pool at all times.
- If you are ill, please do not use the pool.
- All persons without full control of their excretory function must wear appropriate swim diapers.
- Dry off before entering the building.

RECYCLE

- Three (3) recycle bins are located at both the North and South ends of the building. Two (2) are for recyclable cans, plastics, etc. and one is for newspapers. They are clearly marked.
- All newspapers are to be put in the outside recycle bin labeled "NEWSPAPER".
- **Do not place newspaper plastic sleeve in the bin.**
- Please review and follow the enclosed information/instructions regarding recycle regulations.
- Do not throw plastic bags into the recycling bins.

RESTRICTED AREAS

- Equipment rooms (elevator control room, pump room, electric meter room, water pump room, and TV cable/antenna terminal) are **off limits** to all except authorized personnel.
- Access to the roof must be arranged by the manager.

RIVERSIDE WALKWAY AND DOCK

- Fishing is permitted from the west walkway to the pool gate and the dock only ~ Fishing from the area surrounding the pool is permitted when the pool is not in use.
- Boats are not permitted to moor alongside the walkway or dock.
- Children under thirteen (13) years of age must be accompanied by a responsible adult at all times.

SAUNAS

- Saunas are in the lavatories on the 1st floor.
- Saunas are for the use of occupants and guests. Children **must be** accompanied by a responsible adult for safety reasons.
- No one should use the sauna alone without first having alerted someone of their intention/plan to do so.
- **See further information concerning sauna under LIABILITY Above**

SHOPPING and LUGGAGE CARTS

- Shopping carts are located in the center stairwell on the 1st floor. They are for residents' use only.
- Please inform your contractors that they cannot use them to transport equipment, etc.
- Please be considerate of your neighbors and return carts to their storage area immediately
- **Do not leave carts on walkways and floors. (Safety Hazard).**

SHUFFLEBOARD

- Court is not to be used before 9:00 AM or after 10:00 PM.
- Equipment is to be returned to the storage room 1st floor.
- Children under 13 should be supervised by an adult when using the courts.

ASSOCIATION SOCIALS

- "Happy Hours" are held each Thursday in the Pelican Lounge at 5:00 PM. BYOB and small hor d'oeuvres.
- Other events/parties are posted, and participation is encouraged.

STORAGE BINS & BICYCLES

- Each owner has one (1) assigned storage bin in the storerooms on floors 2 - 8. You must provide your own lock. Do not place anything in the storerooms outside of your bin.
- Keys for storage rooms by elevators can be obtained from the manager for \$2.00
- There are bicycle racks on floors 1,3,4,5,7, and 8. Bicycle racks are assigned by the manager. You need to provide a tag with name on your assigned rack and a bike lock.
- Bicycles are limited to 2 per unit.
- Items are to be stored **ONLY** in assigned storage lockers.
- Additional storage space is available for an additional charge.
- Do not store any flammable materials in the storage bins.

DESTRUCTION OF PROPERTY

Anyone damaging, marking, destroying, or defacing any surface of the building,

carports, signs, parking lot, recreational area, or other Common Elements will be held liable.

CLEANLINESS AND APPEARANCE

- Clean and dry items such as surfboards, bicycles, etc. before they are brought into the building.
- Do not track sand, dirt, oil, or grease into the building.
- Nothing other than **toilet paper** is to be flushed down the toilets.
- No signs, advertisement, or illumination shall be posted on any part of the building unless approved in writing by the Association.
- No awnings, umbrellas, or reflective material shall be used unless approved by the Association.
- No owner, lessee, or guest is to interfere in any manner with the lighting, heating, air conditioning, or other apparatus used for the Common Areas.

NOISE NUISANCE

- Quiet time is 11:00 pm to 8:00 am.
- Noise from TV, radio, hi-fi, video games, musical instruments, etc. shall be kept at a reasonable level during daytime hours. Sound levels shall be reduced after 11:00 pm and before 8:00am.
- Motor vehicles shall be driven no faster than 10 miles per hour on the property and not create objectionable noise between 11:00 pm and 8:00 am.

SMOKING POLICY

Smoking is permitted in owner's units and balconies, the parking lot, and the back deck **ONLY**.

SECURITY

- Security cameras are placed throughout the property
- **DO NOT ADMIT** any unknown person into the building.
- Advise guests to call residents they wish to visit on the security phone to the right of the entrance door.
- To help maintain security of the building when coming in or going out please wait for the doors to close and lock behind you.
- All exterior doors are locked at all times and you must have a FOB to enter.
- The Association reserves the right to enhance security periodically by replacing all common element keys and issuing new keys for residents. If emergency access is needed and the unit owner or lessee has changed lock(s) without providing a copy to the Association, then the owner/lessee will bear all costs related to emergency access to the Unit.

SOLICITATIONS

Solicitations are not allowed in the building or on the property.

BULLETIN BOARD

- Located in the lobby next to the mailboxes.
- Notices may be posted with prior approval of the manager. For the consideration of all of our ADMIRALTY CLUB residents, no commercial, business, religious or political advertising is allowed on the bulletin board.
- No other materials may be posted anywhere on the common areas and grounds without the approval of the Board in writing.

GIFTS TO THE CONDOMINIUM

Any gift to the condominium is welcome and will be appreciated. It is to be presented to the Board of Directors for acceptance and proper handling.

REPAIR AND MAINTENANCE

- Except for Common Elements, all repairs and maintenance including, plumbing and electrical repairs in a Unit, are the responsibility of the owner.
- Common Elements not assigned to an individual or group of individuals will be maintained by the Association.
- The Association will pay costs involved in its area of responsibility only if the Association authorizes the repair work. The Association will bill an owner for the work undertaken by the Association under emergency conditions in the owner's area of responsibility.

ACCESS TO UNITS

- Each owner is to provide a key to their unit to the manager
- No entry to the Unit is authorized except in the case of an emergency or with the permission of the owner.
- If locks are changed, they are to be keyed to the Master or the new key is to be given to the manager.

LEASING POLICY

- Units shall be leased as a single-family Unit.
- The leasing of a residence for a minimum on six (6) months and one (1) day
- Owners shall obtain a background check and credit check before entering a lease with lessees.
- A copy of the lease, background check and credit check must be given to the manager.
- Owners selling or leasing a Unit must provide to the Association a report of a licensed home inspector, certifying that the plumbing, HVAC, and electrical systems are in working order, windows are operable and free of leaks, and that the unit is free of visible mold.
- Subleasing is not allowed.
- When leasing your Unit, you forfeit your rights to use all Condominium facilities .

PERMANENT OCCUPANCY LIMITATIONS

Occupancy is limited to a single-family residence, and as may be limited by the Code of Ordinances for the City of Port Orange.

SALE OF UNIT

- The Board of Directors is responsible for the approval of all sales of Units in the ADMIRALTY CLUB CONDOINIUM. An owner, contemplating the sale of their Unit is to notify the Board in writing before placing the Unit on the market.
- An **Estoppel Letter** from the COA is requested by the seller. This legal document outlines information regarding the current owner's financial standing in regards to the COA, what is due and what has not been paid. It also indicates any assessments that are in progress or projected. A \$100 fee is charged for this letter.
- Owners selling or leasing a Unit must provide to the Association a report of a licensed home inspector, certifying that the plumbing, HVAC, and electrical systems are in working order, windows are operable and free of leaks, and that the unit is free of visible mold.

MOVING IN OR OUT POLICY

- All moves must be scheduled with the manager.
- The North elevator is to be padded and floor protected. This is the elevator that shall be used for moving.
- Moving shall take place between the hours of 8:00am and 5:00pm Monday through Friday and on Saturdays from 8:00am to 12:00pm. **No other times shall be allowed unless approved by the manager.**

ELEVATORS

- Tampering with or misuse of the elevators shall be reported to the manager.
- In the event of a breakdown, or the car stops at a floor and the door does not open, first press another floor button. If nothing happens, press the alarm button or use the emergency phone. It is recommended that passengers sit on the floor of the elevator while waiting assistance.

CONTRACTOR/OWNER RULE

- The manager is to be notified of all construction.
- All contractors doing work in a Unit must be licensed and insured and show proof thereof to the manager.
- Construction hours shall be 8:00 am to 5:00 pm Monday through Friday and Saturdays 8:00am to 12:00pm.
- No construction work is to be done on the walkways. This includes cutting, sawing, or storing materials.
- Contractors are to sign in and out each day at the podium in the lobby.

Admiralty Club Condominium Association, Inc.
Effective Date: December 12, 2019

- The North elevator should be padded and used to carry equipment and tools to the job site in the Unit.
- The entry door is NOT to be propped open.
- Damage to walkways is the owners' responsibility.
- Construction debris is not to be placed in property dumpsters.
- Contractors are to clean up construction areas daily.
- Contractors are not to use the condo carts.

7. Hurricane and Fire

- Review the Fire Drill Procedures and Hurricane Information in this packet.
- Be cognizant of and maintain copies of both in your unit.
- Whenever the fire alarm sounds, exit the building following the pattern outlined on the display at both ends of the building.
- DO NOT use elevators in the event of a fire.
- The Association Roster will be used by Admiralty Club personnel to notify owners and lessees, if possible, when an emergency exists in their Unit. However, many emergencies do not allow for such notification.
- The Board has the right and the responsibility to enter your unit in the event of an emergency and you cannot be reached. There will be an inspection before and after any major storm. We will attempt to notify you if you are not here.

Owner/Lessee Responsibilities

Prior to Departure:

- Turn off your unit water in the hall
- Turn off your hot water heater.
- Remove everything from balconies and bring in any kayaks or other items stored outside.
- Leave word with the office where and how you can be reached
- Lower your shutters if you have them
- Lock sliding doors.

During and after the storm:

- Notify the office of any damage
- Do not use the hall outlets
- Do not use the trash chutes
- Place trash in outside dumpsters
- No personal generators are allowed
- If the staff is required to clear your balconies, lower shutters, remove kayaks from the kayak rack, etc., such work will be done after the common property work is completed, and you will be billed \$50.00 for this service.

8. Service Dogs and Emotional Support Animals

Admiralty Club Condominium Association, Inc. (the "Association") is required by law to provide a reasonable accommodation for disabled persons to fully use and enjoy their Units. The Association also has a duty to protect the health, safety and welfare of other residents and to uniformly enforce the covenants, restrictions, rules and regulations of the Association. Please note, this Policy DOES NOT apply to specially trained Service Dogs, as defined by the Americans with Disabilities Act, except as noted. To that end, disabled Owners (as defined in the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, Admiralty Club Condominium), and their lessees and cohabitants, may house emotional support animals in their Units, provided the following conditions are met:

- 1) The Owner/Lessee/Cohabitant (hereinafter "Owner") must submit an application on the attached forms to the Community Association Manager ("CAM") for a reasonable accommodation of the animal.
 - a. If the disability is not readily visible or apparent, then the Owner must submit reliable evidence of disability to the Association manager. This evidence must come from a qualified health or mental health provider who must detail the ways in which an emotional support animal is medically necessary for the use and enjoyment of the Unit.
 - b. If the disability is readily visible or apparent, then evidence of the disability itself may not be required. However, a statement of medical necessity from a qualified health or mental health provider may still be required.
 - c. The Owner must submit evidence of current licensing and registration of the animal with Volusia County in compliance with Volusia County Code of Ordinances § 14-43, if applicable.
 - d. The Owner must submit evidence of current vaccination for rabies for the animal in compliance with Volusia County Code of Ordinances § 14-42, if applicable.
 - e. Guests of the Owner who wish to bring their emotional support animals onto Association property must follow the same application procedure prior to arriving at the Association property or the Unit.
- 2) Upon receipt of appropriate documentation, the Board of Directors shall notice a special Board meeting with at least three (3) days prior notice to the Board members in accordance with the procedure required by the Bylaws. The Board of Directors shall review the application and determine and vote on its sufficiency. The vote need not be unanimous, merely by a majority of the Board present at the

meeting, provided a quorum is present. The Board will notify the Owner in writing within ten (10) days of the special Board meeting that the application has been approved, that more information is required, or that the application has been denied and the reason(s) therefore. If the application is denied, the Owner shall immediately remove the animal from the premises. If more information is required, the Owner shall have thirty (30) days in which to supply such information. If, after thirty (30) days, the Owner fails to provide adequate information in support of his or her application, and absent a bona fide reason for failure to provide the information, the application shall be denied. The Board will notify the Owner in writing of the denial of the application and the Owner shall immediately remove the animal from the premises. If the Owner fails to timely remove the animal from the premises, the Owner shall be subject to sanctions by the Board, including, but not limited to, a daily fine not to exceed \$1,000.00 total. The enforcement and fining procedure shall be governed by the Enforcement Procedure created herein on page 29.

- 3) Owners must control their approved emotional support animals at all times. Owners must comply with all local regulations and ordinances regarding control of animals, including Volusia County Code of Ordinances § 14-41, violation of which may result in a fine of up to \$500.00, for failure to execute reasonable care and take all necessary steps to protect people, property and other animals from injury or damage. To that end, in common areas:
 - a. The Owner must keep the animal under his or her direct control while in common areas and must keep the animal either in a cage, crate, or other container, or on a leash no longer than eight (8) feet.
 - b. The Owner must use the North staircase or the North elevator to enter and leave the property.
 - c. For the health and safety of other residents, no animal is permitted in the pool, spa/hot tub, or sauna.
 - d. The Owner may not leave any animal tethered to any furniture or fixture to the common areas. Under no circumstances may the Owner leave the animal unattended or unsupervised in the common areas. This subsection expressly applies to Service Dogs.
 - e. The Owner must prevent the animal from eliminating waste in common areas, and, in cases of accidents, must immediately collect and clean up any such eliminated waste. The Owner must prevent the animal from eliminating waste on balconies appurtenant to the Unit. If possible, the Owner should take the animal to a designated area of the Association property to eliminate waste. The Board, in its sole discretion, may designate

a specific area of Association property for animal waste elimination, without the vote or consent of the owners. All animal waste must be disposed of in the outside dumpster. This subsection expressly applies to Service Dogs.

- f. The Owner must dispose of all animal waste and all litter, bedding, wood chips, newspapers, liners, and the like in the outside dumpster, wrapped in a sealed plastic bag, and shall not, under any circumstances, flush such waste down the toilet or wash it down any other drain. The Owner shall not dispose of any waste in the garbage chute. This subsection expressly applies to Service Dogs.
- g. The Owner shall use reasonable efforts to ensure that the animal does not track mud, sand, grass and other debris into the building.
- h. If impractical in the Unit, the Unit owner may bathe the animal only in the designated car washing area. This subsection expressly applies to Service Dogs.
- i. Animal habitats, cages, crates and litter boxes may also be cleaned in the designated car washing area, however such animal habitats, cages, crates and litter boxes must be substantially free of animal bedding, wood chips, newspaper, liners, litter, and the like, which must be disposed of as elaborated in subsection (f) above, prior to use of the car washing area.
- j. If the animal regularly goes outside of the Unit, the Owner must treat the animal for fleas and ticks to prevent infestation of the Unit and/or the Units of other owners in the Association.
- k. If any animal is a "public nuisance animal," and an immediate threat to the health and safety of other residents, their lessees, guests and property (including other animals), or "dangerous dog," both terms as defined in Volusia County Code of Ordinances §14-31, then the Board and/or the Association Manager may have the animal removed from Admiralty Club property by notifying Volusia County Animal Control. Such removal shall be subject to the procedural safeguards created by Chapter 14, Article II of the Volusia County Code of Ordinances. If an animal is not an immediate threat to the health and safety of other residents, but is nonetheless a "public nuisance animal," as defined in Volusia County Code of Ordinances §14-31, then removal of any such public nuisance animal shall be subject to the notice and hearing provisions created in the Enforcement Procedure created herein on page 29.

- I. The Owner shall be liable to the Association and other owners, their families, lessees, guests and invitees for all injuries and damage to persons or property caused by any animal housed in their Unit.

9. Enforcement Procedures

Purpose and Summary: This policy establishes procedures to be followed by Admiralty Club Condominium Association, Inc. when effecting the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, Admiralty Club Condominium (the "Declaration"), Article 15, entitled "Remedies for Violation," Bylaws Article I, Section 3, and Section 718.303, Florida Statutes, to correct alleged violations by Owners of any of the Governing Documents.

Responsibility: Responsibility for reviewing and revising these Enforcement Procedures resides with the chairperson(s) of the Enforcement Committee.

Definitions:

- a. CAM: Community Association Manager
- b. Admiralty Club: Admiralty Club Condominium Association, Inc.
- c. EC: Enforcement Committee
- d. Governing Documents: Includes Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, Admiralty Club Condominium, Articles of Incorporation, By-laws, and Rules and Regulations.
- e. Concern/Complaint Form: A document generated by CAM and/or an EC member and/or other owner, of an alleged violation of the Governing Documents.
- f. Hearing: A minimum 14 day pre-noticed meeting conducted in the Admiralty Club office, or such other location as the Board may designate, at which Admiralty Club and the cited Owner may present evidence concerning alleged violation(s) of any Governing Document before an independent Hearing Committee, which will determine by majority vote if Admiralty Club may or may not impose a fine upon the owner for owner's continued failure to correct such violation(s).
- g. Hearing Pool: Admiralty Club owners approved by the Board of Directors who are willing and qualified per Florida Statutes 718 and By-laws to serve on a Hearing Committee. Hearing Pool members may not be officers, directors or employees of Admiralty Club, nor such persons' spouse, parent, child, brother or sister.

h. Hearing Committee: Three members of the larger Hearing Pool who are the first to commit to serve on a Hearing Committee when given approximately 3 weeks advance notice.

i. Hearing Procedures: Hearing rules of conduct to be read aloud by the Hearing Committee chair at the start of a Hearing.

j. Hearing Committee Decision Form: Document summarizing the action of a Hearing which includes: a summary of violation complaint, required remedy and cure date, vote result and signatures of Hearing Committee as to whether Admiralty Club may impose a prospective fine or not for continued violation beyond the cure date, and endorsement by all three (3) EC members.

General Process – Concern/Complaint Forms and Documentation: CAM will document alleged violations during scheduled site inspections. CAM will also receive completed Concern/Complaint Forms from EC members and owners. CAM will record all Concern/Complaint Forms electronically. CAM will also create physical suspense files labeled: 1) Concern/Complaint Form, 2) First Notice, 3) Second Notice, and 4) Hearing Notice, where hard copies of Concern/Complaint Forms and attached documentation (notice letters, photos, etc.) will be placed to indicate their current status in the enforcement process. When first received, CAM will date-stamp all Concern/Complaint Forms and place them in the suspense file labeled Concern/Complaint Forms. CAM will notify EC by email when a new Concern/Complaint Form is received and is placed in the suspense file labeled Concern/Complaint Forms. If and when at least two (2) members of EC have initialed agreement that the alleged violation warrants a First Notice, CAM will send a First Notice letter, update the electronic record, affix hard copies of all documentation to the hard copy Concern/Complaint Form, and re-place the entire document to the suspense file labeled First Notice. CAM will take these same actions, in turn, if and when a Second Notice and/or Hearing notice letter is sent, so that all physical documentation related to a specific Concern/Complaint Form is advanced to be easily located in the appropriate suspense file.

a. Concern/Complaint Forms submitted anonymously will be discarded with no further action taken by EC or CAM with respect to this Concern/Complaint Form. Concern/Complaint Forms which do not receive initialed agreement by at least two (2) EC members within 30 days will be discarded with no further action taken by EC or CAM with respect to this Concern/Complaint Form. Owners receiving violation notices will, upon request, be given a copy of the original Concern/Complaint Form after the name and contact information of the originator of the complaint has been redacted.

b. Concern/Complaint Forms must be accompanied by appropriate evidence of the alleged violation of the Governing Documents, including, but not limited to, date stamped photographs, videos and/or other evidence with an authentication

statement from the person who created such photographs, videos and/or other evidence; witness statement(s); statement(s) under oath; and such other and further proof of the alleged violation as may be appropriate under the circumstances.

Notice letters: When a Concern/Complaint Form is initialed by two (2) or more EC members, CAM will send a standard First Notice format letter to the owner. Additional Second Notice and Hearing Notice letters will be sent as further described in this policy.

a. First Notice: CAM will send a first notice by regular mail advising owner that a violation has been noted. The tone will be that of a friendly but firm reminder that all owners are held to promises made when purchasing in the Admiralty Club. The letter will include a brief "statement of purpose" regarding the standards contained in the Governing Documents, a description of the violation(s) being noticed, the relevant text of the Governing Document describing the violation, and a specific cure date by which the violation is to be corrected. The First Notice will further contain a Pre-Arbitration Notice pursuant to Florida Statutes 718.1255.

b. Hearing Notice: If the required correction is not made within the cure date of the First Notice, EC may direct CAM to schedule a Hearing to occur with at least 14 days advance notice to owner via certified mail, return receipt. The Hearing Notice sent to owner will include prior notice letters. When setting the Hearing date, CAM will first confirm that a 3-member Hearing Committee can be assembled from the Hearing Pool on the desired date. CAM will notify Hearing Pool members of the desired date and time of the Hearing, and the address and nature of the violation, and confirm to EC that a Hearing Committee has been set for the planned date.

c. Cure Date: The First Notice cure date will allow 3 days for delivery of the letter plus reasonable time, which may vary significantly, for the owner to effect a correction. For example, a March 1 letter asking removal of a trailer from overnight parking can reasonably specify an almost immediate cure date of March 6. A similar letter citing interior mold remediation might reasonably allow a cure date of April 2 (30 days + letter delivery) to allow time for the owner to contract for services. CAM will consult with EC, exercise good judgment and be consistent when setting cure dates for the range of possible violations.

i. If, within the cure period of a first, or Hearing notice, owner corrects the violation to the satisfaction of EC, or if prior to a scheduled Hearing date, owner corrects the violation to the satisfaction of EC then EC or CAM will confirm and initial, on the Concern/Complaint Form, such compliance and closure, remove all documentation from the suspense files, and place them permanently in the owners personal file.

The Hearing: The Hearing is open to attendance to all owners, but will not be a noticed

meeting. The room set will be one long table for the 3-member Hearing Committee and two smaller facing tables for 2 EC members and 2 owners, however, additional chairs will be provided if necessary. Attendees not participating in the Hearing may be seated behind the smaller tables. EC will provide a folder with copies of the following for the Hearing Committee and the owner: Governing Documents, Summary of alleged violation with applicable evidence, copies of notices, and Hearing Procedures.

a. The Hearing Committee will select its chairperson prior to the start of the Hearing. The Hearing Committee chairperson will conduct the Hearing according to the Hearing Procedures.

b. When the Hearing is gaveled closed, all participants and observers will leave the room, except for the Hearing Committee, who will determine privately by majority vote whether a fine may or may not be imposed based on the evidence and testimony presented. The Hearing Committee will complete and sign the Hearing Committee Decision Form, which the Hearing Committee chairperson will give to the EC chairperson or co-chairperson before leaving the building.

c. EC chairperson will accept the completed Hearing Committee Decision Form, and affix signatures of at least two (2) members of the EC.

d. EC chairperson will timely send via certified mail/return receipt a copy of the completed and fully signed Hearing Committee Decision Form, and a cover letter explaining the decision. The cover letter will be signed by the President and Enforcement Chair. This mailing will occur regardless of the determination by the Hearing Committee that a fine may or may not be imposed.

i. If no fine is approved by the Hearing Committee, CAM will confirm and initial on the Concern/Complaint Form that the complaint is closed, remove all documents related to the complaint from suspense files, and replace them in the owner's file.

ii. If a fine is approved, and the owner corrects the violation as specified in the Hearing Committee Decision Form by the cure date, CAM will confirm and initial on the Concern/Complaint Form that the complaint is remedied, remove all documents related to the complaint from suspense files, and replace them in the owner's file.

iii. If a fine is approved, and owner fails to remedy the violation as specified in the Hearing Committee Decision Form by the cure date, then the specified daily fine will accrue beginning on the first day after the cure date until the total fine reaches \$1,000.00. CAM and/or EC, depending on availability, will document non-compliance with date imprinted photos for each day of fine accrual.

iv. If a maximum \$1,000.00 fine accrues, or a fine less than \$1,000.00 accrues because the owner remedied the violation after the cure date but before the maximum of \$1,000.00 was met, then CAM will send owner a Demand For Payment letter, signed by the President and Vice President via certified mail/return receipt demanding payment of the amount of the fine within 30 days. If owner fails to timely pay the required fine, then Admiralty Club will commence to collect monies owed by any legal means.

v. If owner fails to remedy the violation by the cure date, whether or not owner pays any fine levied under this policy, then EC may propose additional actions described in paragraph 7 below.

Other Remedies: Fines will not be exclusive, and will exist in addition to all other rights and remedies to which Admiralty Club may be legally entitled. Covenant violations may be enforced by an action at law for damages, or proceeding in equity for an injunction. EC may at times recommend to the Board of Directors that the more effective remedy in defense of the Governing Documents will be to initiate an action at law for injunctive relief. If the Board of Directors agrees by majority vote, then the EC will take the lead in pursuing this action.

a. For all fines that remain unpaid for ninety (90) or more days and total more than \$1,000.00, the Association may vote, at a duly noticed meeting of the Board of Directors, to suspend the voting rights of the delinquent owner. The Association shall provide notice of the suspension to the delinquent owner at least thirty (30) days prior to the suspension taking effect. Suspension shall terminate upon full payment of the delinquent assessments to the Association.

b. For all fines that remain unpaid for ninety (90) or more days, and for any violation that remains uncured, the Association may suspend the right of the delinquent owner, his lessees, guests and invitees, to use common elements, common facilities, or any other Association property until the monetary obligation is paid in full and the violation is cured. The Association may not restrict the delinquent owner's access to the Unit or to utility services.

10. Maintenance Assessment Collections Policy

1) Pursuant to Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, Admiralty Club Condominium (the "Declaration"), Article 5, and the By-Laws of Admiralty Club Condominium Association, Inc. (the "By-Laws"), Article VI, assessments for the payment of common expenses are to be paid by each owner on the first day of each month for each fiscal year, or in such other reasonable manner as the Board may designate.

2) At the end of each year, the Association shall supply to each owner a Coupon Booklet for the upcoming year, with coupons to be submitted with each monthly payment.

3) For any accounts not paid on or before the fifteenth (15th) day of the month on which such payment became due, the Association MAY send an electronic mail message to the Unit owner as a first notice, and include in such notice the total balance due and a warning that the Unit owner will be liable for interest and attorneys' fees if payment is not timely received.

4) For any payment not received within thirty (30) days, the Association SHALL impose interest on the unpaid balance at a rate of 12% per year.

5) All accounts that remain unpaid for thirty (30) days from the due date will be turned over to the Association Attorney for collections. The Association Attorney may take any legal action to collect the unpaid assessment, including, but not limited to: recording a lien against the Unit, foreclosing on the lien on the Unit, and demanding that rent from any lessee in the Unit be paid directly to the Association. Pursuant to the Declaration, any lien recorded shall secure the unpaid assessment(s), interest, and attorneys' fees and costs. Once an account is turned over to the Association Attorney for collections, all communication regarding the account shall only be made through the Association Attorney.

6) For all accounts that remain unpaid for ninety (90) or more days and total more than \$1,000.00, the Association may vote, at a duly noticed meeting of the Board of Directors, to suspend the voting rights of the delinquent owner. The Association shall provide notice of the suspension to the delinquent owner at least thirty (30) days prior to the suspension taking effect. Suspension shall terminate upon full payment of the delinquent assessments to the Association.

7) For all accounts that remain unpaid for ninety (90) or more days, the Association may suspend the right of the delinquent owner, his lessees, guests and invitees, to use common elements, common facilities, or any other Association property until the monetary obligation is paid in full. The Association may not restrict the delinquent owner's access to the Unit or to utility services.

8) In Units that are leased, the Association may demand payment of the delinquent assessments directly from the lessee. The name and contact information of each lessee shall be provided to the Association by the Unit owner.

9) These Rules and Regulations shall apply to regular assessments, special assessments, as may be duly levied by the Board from time to time, and to any other duly levied fee, fine or monetary obligation as authorized by the Governing Documents of Admiralty Club.

10) These Rules and Regulations may be changed from time to time by a majority vote of the Board of Directors of the Association at a duly noticed meeting. Owners will be notified of amendments or changes in the rules and regulations as expeditiously as possible.

11. Access to Official Books and Records

Pursuant to Florida Statutes 718.111(12), Units owners are entitled to inspect the Official Books and Records of the Association. In order to ensure an orderly and efficient administration of such inspections, and to reduce the burden on the Association manager, the Board of Directors has enacted the following procedural guidelines for Unit owner access to official books and records.

1. Units Owners shall send a letter by certified mail, return receipt requested, to the Association manager at 36006 South Peninsula Drive, Port Orange, FL, 32127, or may hand-deliver the letter to the Association Manager, receipt of which shall be recorded on the letter. Do not leave a letter in the Association mailbox or put the letter under the door of the Association office.
2. The letter shall identify all documents the Unit Owner wishes to inspect. The owner may use the DBPR form provided by the Association or may write his or her own letter. Admiralty Club is a large condominium with many books and records. Please take care to limit your request for inspection to only those documents that are relevant to your inquiry. The request must identify the best way to reach the Unit owner so that the Association can make a timely response. Only Unit owners of record and their authorized attorneys may make a request for inspection of books and records.
3. Within two (2) working days of receipt of the request for inspection of official records, the Association manager shall convey the request to inspect official records to the Board of Directors. The Board of Directors shall determine whether the request for inspection was properly made and whether it seeks appropriate records. If the request was made by an attorney on behalf of an Owner, the Association shall refer the request to Association counsel.
4. The Association manager shall make every effort to schedule an inspection of the requested books and records within five (5) working days of receipt of the request, per statute. However, the failure by the Association to schedule the inspection within ten (10) working days shall not be presumed a willful refusal, provided that good faith efforts are made as soon as practicable to schedule the inspection.
5. The inspection shall take place in the Association management office.
6. If electronic records are available, the Association manager may, but is not required, to share such electronic records by electronic mail, file sharing, or such other means of electronic communication as may be appropriate under the circumstances.

7. Owners may make photocopies of the requested documents at a cost of 25 cents per page, or may make copies of the documents using Owner-provided portable technology at no cost to the Owner.
8. Owners may inspect books and records for no more than one (1) eight-hour business day per month. Please narrowly tailor your books and records inspection request so that your inspection can be completed in one (1) day.
9. The Association Manager shall maintain copies of the governing documents of Admiralty Club in the management office, and the same shall be available to owners during regular business hours without the need for a formal request.
10. Per statute, Lessees may only inspect the Bylaws and Rules and Regulations.

12. Forms

REQUEST FOR EMOTIONAL SUPPORT ANIMAL

The undersigned does hereby request an emotional support animal and does hereby attest and state as follows:

1. Disability/Handicap Definition: I am aware of the requirements of the Fair Housing Act and its definitions which include:

"Handicap" means

- (a) a physical or mental impairment which substantially limits one or more of such person's major life activities;
- (b) a record of having such an impairment; or
- (c) being regarded as having such an impairment, but such a term does not include the current, illegal use of or addiction to controlled substances.

2. Qualification: Pursuant to the definition above, I do qualify as an individual with a disability/handicap.

3. Impairment: I represent that the requested support animal is necessary to provide assistance with my disability/handicap.

The anticipated length of this disability/handicap is: _____

My treating physician or mental health provider is _____
whose telephone number is _____.

4. Request: I do hereby request that I be able to reside with an emotional support animal at the premises below. I verify that the statements herein are true as provided on the Animal Identification Form and the Medical Request for an Emotional Support Animal. I agree that the only animal I will keep for this purpose is listed therein and that I will abide by the rules and regulations of the community regarding animals. I understand that I will not have to pay additional costs or fees for the emotional support animal but will be responsible for any damage caused. I request that my professional provide verification of the required information to Admiralty Club Condominium Association, Inc. to assist in making this determination.

Applicant Name: _____

Unit Number: _____

ANIMAL IDENTIFICATION FORM

Type of Animal: _____ Breed: _____

Age: _____ Approx. Weight: _____ Color: _____

Volusia County License Number: _____

Date of last rabies vaccination: _____

Please attach a photograph of the animal.

Has the animal ever been reported to authorities (police, animal control) for any incident or for any reasons? _____. If yes, please provide details.

Animals may not be in the common areas of the community unless on a leash or in a carrier, cage, crate or other container.

Animals may be restricted from specific areas.

The animal's owners are responsible for cleaning up after the animal and for any damage done by the animal.

Animals may not disturb the peaceful and quiet enjoyment of other residents.

Please see the full Emotional Support Animal Policy and Procedure of Admiralty Club Condominium, Inc. for other rules and regulations related to animals.

I have read the rules and regulations concerning animals (both above and those policies of Admiralty Club Condominium Association, Inc.), and agree to their terms.

Signature

Date

VERIFICATION FOR EMOTIONAL SUPPORT ANIMAL

Name of Person Making Request: _____

A request has been made to allow an emotional support animal to reside with the above-named individual. Such request has been made pursuant to the Fair Housing Act. In order to qualify for an emotional support animal exemption to the normal rules of the community, the person making the request must qualify as handicapped/disabled, which is defined as:

- (a) a physical or mental impairment which substantially limits one or more of such person's major life activities;
- (b) a record of having such an impairment; or
- (c) being regarded as having such an impairment, but such a term does not include the current, illegal use of or addiction to controlled substances.

Much like a prescription, this request is made because of the professional's opinion that an emotional support animal may be necessary to afford the disabled person an equal opportunity to use and enjoy the Unit. With this request and upon approval, the management of Admiralty Club Condominium Association, Inc. must allow the animal on the premises and is prohibited from charging pet fees or other deposits. Emotional support animals are not pets but animals that are determined by competent professionals to be an important and necessary part of treatment or assistance of a disability/handicap.

Professional's Name: _____

Telephone Number: _____

I certify that I have sufficient information and have consulted with the person making this request in order to make this determination. I certify that the above-named person is handicapped/disabled as defined above and that the emotional support animal described below is, in my professional opinion, necessary to afford an equal opportunity to use and enjoy the subject Unit.

Prescribed Animal Description: _____

Expiration Date of the Certification: _____

HEARING COMMITTEE PROCEDURES

To be read by the Committee Chair to open Hearing Proceedings:

1. This Hearing is authorized by Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, Admiralty Club Condominium (the "Declaration"), Article 15, entitled "Remedies for Violation," Bylaws Article I, Section 3, and Section 718.303, Florida Statutes, and may be attended only by Members of the Association and legal counsel.
2. The Owner has received required notifications under the Declaration and FS 718.303, but is not required to attend. The Owner has the right to be represented by counsel and to cross-examine witnesses.
3. Admiralty Club and the Owner may choose to present evidence to the Hearing Committee - Admiralty Club will present its evidence first.
4. Admiralty Club and the Owner may then choose to make a second presentation to the Hearing Committee - Admiralty Club will present first.
5. Adequate time will be allowed for both parties to present relevant information.
6. The Hearing Committee may question either party following their presentations.
7. The party having the floor will be allowed to speak without interruption.
8. The Chair of this Hearing Committee will maintain order as necessary, and may eject individuals who are disruptive.
9. After this current Hearing is gavelled closed, the Owner is free to be seated in the observer seating area if another case is presented.
10. Additional Hearing Cases, if any, will begin with a new reading of these procedures (unless waived by Owner).
11. After all cases are gavelled closed, all parties will leave the room except for the Hearing Committee, who will convene here to render and deliver its majority decision(s) in writing to the Association.
12. The Owner will be notified of the Committee's decision by certified mail, return receipt requested, or by hand delivery.
13. This Hearing is open. Does Admiralty Club wish to present evidence?

HEARING COMMITTEE DECISION FORM

Subject: Complaint against _____

(Unit Owner Name/Unit Number)

Regarding failure to (description of violation):

Remedy: If judgment is in favor of Admiralty Club, we order this violation to be remedied by the Unit Owner in the manner and by the date indicated below, or attached to this document (Complete with Action to be taken/cure date/fine for failure to comply):

Voting Results (Indicate votes cast by Hearing Committee):

_____ Number of votes in favor of Unit Owner
 _____ Number of votes in favor of Admiralty Club

Hearing Committee Decision in favor of (X only one):

_____ Unit Owner (Complaint Closed - Fine may not be levied by Admiralty Club)
 _____ Admiralty Club (Fine may be levied by Admiralty Club)

Signatures of Admiralty Club Hearing Committee:

Chairperson: _____

Member: _____

Member: _____

Signatures of Admiralty Club Enforcement Committee:

Chairperson: _____

Member: _____

Member: _____

CONCERN/COMPLAINT FORM

DATE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

PLEASE BE SPECIFIC ON THE AREAS OF YOUR COMMENTS

Concern: _____

Statement of Evidence Attached:

Committee Action:

Date of Committee Action: _____

Enforcement Committee (Initials/date): ____/____ ____/____ ____/____

WITNESS STATEMENT FORM

DATE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

Statement of Events Witnessed: _____

I hereby swear or affirm that foregoing is true to the best of my knowledge.

Witness Signature

Date

Admiralty Club Condominium Association, Inc.
Effective Date: December 12, 2019

EVIDENCE AUTHENTICATION FORM

DATE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

Type of Evidence (Photographs, Videos, Etc.): _____

Date(s) Evidence Created: _____

Method of Creation of Evidence: _____

I hereby swear or affirm that I created the evidence described above and attached to this form and that the foregoing is true to the best of my knowledge.

Signature

Date

REQUEST TO ACCESS ASSOCIATION RECORDS

Today's Date: _____, 20____.

Florida law provides: "The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The records of the association shall be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 5 working days after receipt of written request by the board or its designee." Further, "The failure of an association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the association willfully failed to comply." SEE: § 718.111(12), Florida Statutes.

DIRECTIONS TO THE BOARD:

THE BOARD OF DIRECTORS OR ITS DESIGNEE OF ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC.:

I request to inspect and copy the following official records of the association:

List of List of each document to be inspected and/or copied	Document Provided?	Comments
	Yes/No	
	Yes/No	
	Yes/No	
	Yes/No	
	Yes/No	
	Yes/No	
	Yes/No	
	Yes/No	

Please contact me upon receipt of this request to set a specific and alternate date, time, and place for the inspection and copying of the records.

Name: _____ Unit #: _____

Phone #: _____ Email: _____

Admiralty Club Condominium Association, Inc.
Effective Date: December 12, 2019

REQUEST TO ACCESS ASSOCIATION RECORDS**Page 2 of 2**

This request to access records of the association and records checklist is designed to facilitate the inspection process. Use of this form is recommended, but not required.

DIRECTIONS TO UNIT OWNER: In the space provided on the previous page, enter the date, name of the association, and specifically identify and list the documents to be inspected and/or copied. In order to alleviate potential problems and to expedite the process, it is recommended that you narrow your request as much as possible for each issue targeted. Print your name, unit number, telephone number and email address at the bottom of the page. Send the original to the board or its designee and keep a copy for your use. Delivery of the request to the board or its designee should be made either by witnessed hand-delivery or certified mail, return receipt requested unless the association has adopted specific rules regarding requesting access to records in which case you should follow those rules. After delivery of the request, the burden is on you (the unit owner) to initiate and make contact with the board or its designee, either in person, by telephone or e-mail, to set a specific and an alternate time, date, and place to inspect and copy the requested records. **At the inspection, first inventory the documents provided against this list of requested records.** If the document requested is provided circle yes, if not, circle no. Then proceed with your records inspection appointment.

HURRICANE SHUTTER APPLICATION FORM

Unit Owner Name: _____ Unit #: _____

Mailing Address: _____

Phone #: _____ Email: _____

To the Board of Directors: I am applying to install hurricane shutters on the windows and/or sliders of my Unit as detailed below. I understand that by approving this application, the Board of Directors assumes no responsibility for the continued servicing, maintenance, repair, removal or reinstallation of any hurricane shutters installed. I agree to abide by the requirements for hurricane shutters as set forth in the Hurricane Shutter Policy dated November 21, 2019.

Signature: _____ Date: _____

To be completed by the contractor:

Contractor Name: _____

Address: _____

Phone #: _____ Email: _____

License #: _____ Insurance Company: _____

Please attach Certificate of Insurance

Hurricane Shutter Make/Model/Color: _____

Please attach technical specifications.

I certify that the hurricane shutters to be installed comply with all current building code specifications and are fit for use in the Unit specified above. I am licensed and insured to perform the work as specified.

Signature: _____ Date: _____

KAYAK RACK APPLICATION FORM

Unit Owner Name: _____ Unit #: _____

Mailing Address: _____

Phone #: _____ Email: _____

Kayak Make/Model/Color: _____

To the Board of Directors: I am applying to store my kayak/standup paddleboard/canoe/surfboard/other watercraft on the Association kayak rack. I understand that I will submit \$20.00 as first month's rent with this application and will be charged \$20.00 per month rental fee thereafter. I understand that if I fail to pay the monthly rental fee, my watercraft may be removed from the rack at a cost of \$50.00 plus large item trash disposal fee. I understand that my watercraft must remain secured at all times while stored on the kayak rack. I understand that I am storing my watercraft on the kayak rack at my own risk and that the Association bears no liability for damage to, or theft of, the watercraft. I understand that I, my family, friends, guests, tenants and invitees, use the watercraft at our own risk. I agree to abide by the Kayak Rack policy as set forth in the Rules and Regulations dated November 21, 2019.

Signature: _____ Date: _____

For Management Use Only

Approval Date: _____ Berth Assigned: _____

Payment of **\$20.00** is required at the time of this application.

Payment method:

Cash rec'd by: _____ Check #: _____

Credit Card #: _____

Credit Card Type: _____ Exp. Date: _____ CVV # _____

Admiralty Club Condominium Association, Inc.
Effective Date: December 12, 2019