

**LONGBOAT ARMS CONDOMINIUM ASSOC., Inc,**  
*c/o PROGRESSIVE COMMUNITY MANAGEMENT*  
**3701 SOUTH OSPREY AVENUE, SARASOTA FL 34239**  
*Phone 941-921-9353 Fax 941-923-7000 email: Office@pcmfla.com*

**APPLICATION TO RENT A LONGBOAT ARMS CONDOMINIUM UNIT**

This application is designed to maintain the integrity, reputation and security of Longboat Arms Condominium. The application to rent a unit MUST be completed and signed by both the owner and prospective renter and delivered to Progressive Community Management not less than fourteen (14) days prior to the commencement of the prospective rental. Failure to comply with this instruction will result in a charge of \$200.00 being levied against the owner.

Owners are reminded that a unit may not be leased or loaned more than two (2) times in any calendar year, January 1 to December 31.

As per the Ordinances of the Town of Longboat Key rentals of less than thirty (30) days are **NOT** allowed.

A rental application fee of \$100.00 is applied to each rental. A check should accompany each application. Checks should be made payable to Longboat Arms Association.

**I have previously rented my unit \_\_\_\_\_ times this calendar year.**

On approval by the directors a car parking permit will be issued to the owner with the renter's stated name and dates of occupancy. Failure to display the car parking permit may result in the vehicle being towed as unidentified at the vehicle owner's expense.

Note to Prospective renters. Under section 718.112(2) of the Florida Statutes a majority of the voting interests of Longboat Arms Condominium consented to waive the requirement of retrofitting an automated Fire Sprinkler System within individual condominium units effective August 12, 2016.

Unit Owner: (Print Name) \_\_\_\_\_ has agreed to rent unit# \_\_\_\_\_ to

Renter: (Print Name) \_\_\_\_\_ From (Date) \_\_\_\_\_ To: (Date) \_\_\_\_\_

**PROSPECTIVE OCCUPANT #1**

Name of Applicant 1) \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Date of Birth \_\_\_\_\_

Previous/ Address \_\_\_\_\_

Telephone (Home) \_\_\_\_\_ Work \_\_\_\_\_

Two (2) Personal References (other than relatives):

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

**PROSPECTIVE OCCUPANT #2**

Name of Applicant 2) \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Date of Birth \_\_\_\_\_

Previous/ Address \_\_\_\_\_

Telephone (Home) \_\_\_\_\_ Work \_\_\_\_\_

Two (2) Personal References (other than relatives):

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Other persons who will occupy the Unit:

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

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

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

No more than four (4) persons are permitted to occupy the unit when renting.

In case of emergency contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**RENTERS ARE NOT ALLOWED TO HAVE PETS.  
LONGBOAT ARMS OPERATES A STRCIT NO PET POLICY**

The undersigned hereby grants permission to the Board of Directors of Longboat Arms Condominium Association Inc., or their delegates, to contact any or all of the above references with the understanding that all information will be held in strict confidence.

**I HEREBY AGREE THAT ALL PERSONS OCCUPYING THIS UNIT WILL COMPLY WITH THE RULES OF LONGBOAT ARMS CONDOMINIUM ASSOCIATION.**

Any violation may result in termination of occupancy at the option of the Board of Directors.

Under penalty of perjury, the undersigned certifies that the foregoing information is true and correct.

Applicant: \_\_\_\_\_ Dated: \_\_\_\_\_  
(Applicant signatures here)

Applicant: \_\_\_\_\_ Dated: \_\_\_\_\_  
(Applicant signatures here)

As a condition of approval of the above application, I/we:

1. Appoint Longboat Arms Condominium Association as my/our lawful agent and attorney in fact for the purpose of enforcing the Rules and Regulations of the Association including but not limited to, the bringing of any action to evict or prosecute the occupant for any violation of any attached written rental agreement.
2. Agree that Longboat Arms Condominium Association shall have the right, but not the duty, to take any action to enforce the obligation specified in the preceding paragraph 1.
3. Release the Association from any liability for its action or incantation regarding the exercise or failure to exercise authority under the preceding paragraph 1.
4. Hereby and hold harmless the Association from any liability, claims and damages including costs, attorney's fees or causes of action.
5. Agree that no power given by the undersigned or the approval of the foregoing application shall relieve the owner of any obligation under the Declaration of Condominium and Rules of the Association. The owner agrees to accept full responsibility for applicant(s) compliance with all the provisions of the Declaration of Condominium and Rules of the Association.
6. Release Longboat Arms Condominium Association of and from any liability during the rental period. NOTE THAT THERE IS NO SECURITY ON THE PROPERTY

Unit Owner: \_\_\_\_\_ Dated: \_\_\_\_\_

Unit Owner: \_\_\_\_\_ Dated: \_\_\_\_\_

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APPROVED  NOT APPROVED

Director: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)



**Longboat Arms Condominium  
House Rules and Regulations  
Revised 2019**

# **House Rules and Regulations**

## **Longboat Arms Association, Inc.**

### **1. GENERAL**

- 1.1 Cooperation:** Condominium living requires a certain amount of cooperation among residents to insure their individual safety, harmonious living conditions and to preclude undue annoyance to others.
- 1.2 Rules:** The following rules have been approved by the Board of Directors as provided in the Declaration of Condominium and are intended to promote your enjoyment of your homes and the congenial use of the common elements.

### **2. EMERGENCIES**

All emergencies such as stalled elevator, failure of laundry equipment, flooding from stopped sewers, broken sprinkler heads should be reported immediately to any Board member or the management company.

### **3. SUGGESTIONS AND RECOMMENDATIONS**

For proper consideration, any suggestions, recommendations and/or complaints should be in writing, dated, signed and submitted to the Board of Directors or the management company.

### **4. GROUNDS**

- 4.1 Access:** Members and guests may go anywhere on the condominium ground, respectful of the privacy of adjacent units.
- 4.2 Plants:** Members desiring additional plants on the common grounds around their units must get Board approval prior to planting.
- 4.3 Walkways:** The walkway area directly in front of each unit is considered a part of the common elements. However, the unit owners may use the walkway as a seating area or porch with the following restrictions:
- (a) Clearance:** Fire safety regulations require that all furniture and plants have a minimum 44" of walkway clearance.  
D Building: Chairs must be removed from walkways and placed inside an owner's unit when not in use. They may not be left out overnight. (Revised January 2019).
  - (b) Furniture:** For units in Bldg. C, a maximum of four chairs and one 24" or larger table or two tables (15" or smaller) may be

placed on the walkway. In lieu thereof, a small sofa (under 60") may be used with two chairs. This area reflects upon the condominium association and accordingly the furniture used must be in excellent condition and maintained properly. Beach and lounge chairs are not permitted on the walkway or either building.

**(c) Storage:** Furniture must be stored inside when unit is not occupied.

**(d) Containers:** Chests and similar types of containers are not permitted.

**(e) Statues:** A small statue (30" wide x 48" high) is permitted.

**(f) Plants:** Plants and small trees (60" high) are permitted.

However, they must be in pots with water control basins. The greenery must compliment the furniture and cannot overwhelm this common element area. All debris from plants must be discarded by owner. Due to the fire regulations and restricted clearances of D Building plants may not be planted or placed in boxes or other containers. Boxes or containers of any kind may not be attached by any method to safety railings which are common elements and not the property of individual owners. (Revised January 2019).

**(g) Other Items:** No bicycles, beach chairs, lounges, sandals or other personal items to include but not limited to fishing poles, fishing pails or other similar items may be left overnight on this common element area. Towels or clothing shall not be placed on the railings.

**4.4 Skateboarding:** Skateboarding is prohibited in the parking lots and everywhere else on the grounds and premises.

## 5. PARKING

**5.1 One car per unit** may be parked in spaces in front of the buildings. During peak season (November through April) only one car per apartment may be parked anywhere on the blacktop area.

**5.2 Ramps:** No parking is permitted at the ramp areas except for loading and unloading.

**5.3 Stairways, Elevator Towers:** Parking at stairway landings or in front of elevator towers is not permitted.

**5.4 Seawall area:** Parking spaces at the seawall are reserved for guests at all times.

**5.5 Front-in:** To protect our shrubbery, do not back cars into parking spaces at the buildings and do not permit bumpers to hang over the curbs.

- 5.6 Bicycles, mopeds, motorcycles:** Do not park bicycles, mopeds or motorcycles on the blacktop or walkways. Park them in the bicycle rack provided in the carport area.
- 5.7 Commercial vehicles:** Commercial vehicles may not be parked on the property except for required services and deliveries.
- 5.8 Vans, trailers, etc.:** Vans, coaches, campers, motor homes, trailers, boats or boat trailers, trucks etc. may not be parked on the paved areas. All such vehicles should be parked in the owner's carport, where feasible or parked temporarily at the southeast end of the property off of the driveways (not to exceed one week). Care must be taken not to block entrances to carports. A Town of Longboat Key ordinance prohibits the use of such vehicles as living accommodations.

## **6. SWIMMING POOL**

- 6.1 Risk:** Persons using the pool do so at their own risk.
- 6.2 Shower:** Swimmers must shower before using the pool.
- 6.3 Caps:** Swimmers with long hair should wear swimming caps.
- 6.4 Glassware:** Glassware of any kind may not be brought into the pool area.
- 6.5 Children:** Children under 12 years of age may not use the pool except when under the supervision of an adult. Only children who are toilet trained may use the pool without disposal pool diapers.
- 6.6 Life preserving equipment** attached to the swimmer and small floating devices are permitted.
- 6.7 Suntan lotion:** Persons using suntan preparations must protect the patio furniture. No suntan lotion may be sprayed while on the walkway areas.
- 6.8 Swimming attire** is required at all times.
- 6.9 The pool/patio area** is for the use of all owners and renters. Picnickers should clean the area and grill and use the trash receptacles provided when finished. Picnics involving 20 or more people require approval of the Board of Directors.
- 6.10 Pool hours** begin at 8:00 AM and extend during lighted hours.

## **7. CLUBHOUSE**

- 7.1 Hours:** Members may use the Clubhouse daily from 9:00AM until Midnight.
- 7.2 Access:** The Clubhouse is available to members during open hours, except when a conflict occurs with Board of Directors' activities.
- 7.3 Meetings:** Members may attend all meetings.. The time and date of meetings will be posted 48 hours prior on the bulletin boards by the elevators.

- 7.4 Notice of parties:** Association-sponsored parties will be noted on the bulletin boards. The Clubhouse will not be available for other activities at those times.
- 7.5 Reservations:** Booking of the Clubhouse can only be done through the management company with a refundable \$100. Deposit. The Deposit will be returned on satisfactory inspection after the event. (Revised 2013)
- 7.6 Renters:** Renters desiring the use of the Clubhouse facilities for private parties must obtain approval from the Board through the management company.
- 7.7 Cleanup:** Members and renters using the Clubhouse facilities for private affairs are responsible for cleaning up promptly after the affair. Return all items as they found; return furniture to its place; and turn out lights; turn off air conditioner. A Board member or management will make a check on the condition in which the Clubhouse is left. Members will be responsible for any damage to the Clubhouse facilities by themselves or their guests.
- 7.8 Children:** The Clubhouse may be used by children under the age of sixteen only when accompanied by the responsible owner or renter.
- 7.9 Commercial use:** The Clubhouse is not to be used for the display of items for private sale, private coaching lessons or any other commercial activity unless sponsored by the Association. Group instruction sponsored by the Association is permitted.
- 7.10 Closing responsibility:** The last person to leave either section of the Clubhouse will be responsible for turning off the lights, closing windows and turning off the air conditioner.

## **8. OCCUPANCY AND RENTALS**

- 8.1 Prohibitions:** No unit owner may
- (a)** Rent his unit more than two times in any twelve consecutive months.
  - (b)** Rent for a term less than one month
  - (c)** Rent to persons with pets.
  - (d)** Rent to tenants with more than four full-time occupants.

### **8.2 Roster of occupants:**

In order that the safety and security of our members and their property and of the condominium association, the Board must maintain a roster of all persons residing in the units or occupancy of units by persons who are not owners. Owners must complete a Rental Agreement and send to the Management Company. If unit is rented with no agreement on file,



owner will be assessed a \$200.00 charge per violation. (Revised October 2015)

- 8.3 Relatives:** Relatives are defined as persons who are connected to the Owner by blood or marriage as listed in Bylaw 20.3
- 8.4 Guests:** The unit owner, when in residence in the Longboat Arms, may Have guests as the owner desires. This right to have guests extends to members of the owner's household.
- 8.5 Other occupants** of a unit by non-related individuals, in the absence of the owner of record or a member of the owner's household will be treated by the Board as a rental, subject to the rules set forth herein.
- 8.6 Approval of lease or sale:** At least 30 days before any lease is Consummated the proposed lease shall be accompanied by an Application for Approval which is available from the Board or management upon request. This provision applies to a sale or other transfer of any unit.
- 8.7 Identification:** All renters should be identified to the Board or management upon arrival. Renters will be issued with a parking permit on approval of the rental. The parking permit should be displayed within the vehicle at all times when in the condominium. Failure to display may result in unidentified vehicles being towed at the owner's expense. (Revised November 2015)
- 8.8 Owner's responsibility:** It is the owner's responsibility to ensure that the renters and guest in the owner's unit are fully informed of applicable House Rules and Regulations and pertinent provisions of the Declaration and Bylaws designed to protect our community living. The Board will hold the owner responsible for the actions of his renters and guests.
- 8.9 Security, Notices, Forms:** Since the Longboat Arms does not have a security system, owners, guests and/renters should call the police when they see or hear suspicious activity. When in doubt, call a Board member. If a potentially hazardous situation arises, call the police by dialing 911.
- 8.10 Extended absence:** All units owners are encouraged, for the protection of their property, to notify a Board member whenever they intend to vacate their unit for any extended period of time. Likewise, they should notify the Board when they intend to return.
- 8.11 Fees/Assessment Responsibility:** If an owner is behind in maintenance fees and/or assessments, the owner will not be allowed to rent the unit until all fees and/or assessments are paid and current.
- 8.12 Rental Application Fees.** A rental Application fee of \$100.00 per rental is re-instated effective November 15, 2018. Rental applications

should be sent to the Management Company together with checks made payable to Longboat Arms Association. (Revised November 2018)

## **9. BOAT DOCKAGE**

- 9.1 Rentals:** Boat docks may be rented by unit owners only. If renters use a boat dock, the owner is responsible for rent payments.
- 9.2 Priority and fees:** Boat docks usage is on a first come first service basis. Annual rental applicants may choose from available space. A selected space will be assigned if an annual fee is paid. The annual fees is \$200.00 due prior to January 15<sup>th</sup>. If no space is immediately available, applicants will be placed on a waiting list in order of receipt of the applications and may accept assignments as space subsequently becomes available.
- 9.3 Unidentified Boats:** Any unidentified or unpaid boats docked annually Will be treated as abandoned and will be towed away at owner's expense after due notice is given.
- 9.4 Boat Storage:** Boats, other marine craft and boat trailers must be in the water or in the owner's carport. Boats, other marine craft and trailers may be parked on common ground at the southern end of the tennis court for a maximum period of seven (7) days, including weekend days, for cleaning or minor repairs when they need to be placed back in the water or placed in owner's carport. Owners may request the board, through the management company, for more time in extenuating circumstances. Failure to comply may result in removal of boat, marine craft or trailer from the condominium grounds at the owner's expense. Kayaks and canoes must be stored in the racks provided by the Association. (Revised October 2015)

## **10. CHILDREN**

- 10.1 Elevators:** Children are not allowed to play in the elevators.
- 10.2 Stairways and walkways:** Children may not run on stairways or walkways.
- 10.3 Supervision:** Adults should supervise children on the grounds at all times.

## **11. PETS**

- 11.1 Prohibition:** No pets are allowed at Longboat Arms except small, confined creatures such as fish in an aquarium and birds or hamsters in cages.
- 11.2 Guests** shall be advised that pets are not permitted at Longboat Arms Condominium.

## **12. BEACH EASEMENT**

- 12.1 Clean up:** Owners, guest and renters should clean up the beach area

when they leave.

**12.2 Trash:** Trash should not be left on the beach.

### **13. GARBAGE AND REFUSE**

**13.1 Plastic bags:** Garbage and wet rubbish should be disposed of in plastic bags in the trash bin.

**13.2 Cartons:** Cartons and boxes should be flattened and left in the trash bins.

**13.3 Disposals:** Maximum use should be made of kitchen disposal units to minimize the amount of trash.

**13.4 Lids:** Lids of trash bins should be closed at all times.

**13.5 Large objects:** Owners should arrange to dispose of rubbish such as wooden boxes, furniture, etc., that is not normally picked up by the disposal service.

**13.6 Recycle bins:** Use the recycle bins according to signs on the Individual bins.

### **14. LAUNDRY**

**14.1 All rules and regulations** posted in each laundry room should be strictly observed.

**14.2 Lint:** Please remove lint from dryers after every use.

### **15. STORAGE**

**15.1 Storage areas:** A small area of storage space is available on the third floor of the elevator tower for dry storage at the owner's risk. All items must be stored on or under shelving. No items may be stored on the center floor of these spaces.

**15.2 Identification of items:** All items must be identified with the owner's name and unit number. Any items not identified or left on the center floor will be removed.

**15.3 Prohibited areas:** Storage is not permitted in the laundry room, meter rooms or the trash rooms.

**15.4 Walkways:** Storage is not permitted on walkways. Furniture, plants, etc. may not interfere with access to or use of walkways.

### **16. SEWER FACILITIES**

**16.1 Hygiene** products, towels, diapers, etc. may not be disposed of through sink drains or disposals. They should be sealed in cans or bags and deposited in trash bins.

**16.2 Grease** or fatty substances may not be disposed of through sink drains or disposals. They should be sealed in cans or bags and deposited in trash bins.

**16.3 Fibrous vegetables** such as artichokes, asparagus etc. may clog sewer lines if put through disposals. They should be deposited in plastic bags in the trash bins.

### **17. UNITS ON THE 2<sup>ND</sup> AND 3<sup>RD</sup> FLOORS**

**17.1 Noise precautions:** Owners who have tile floors in the 2<sup>nd</sup> and 3<sup>rd</sup> units are requested to utilize scatter and/or throw rugs to minimize the possibility of a noise problem for the unit owners directly below. This requirement is covered by 21 (f) of our Condominium

Declaration.

**17.2 Units above the ground floor** that install floor coverings other than carpet must first obtain written permission from the Board and must install the most effective soundproofing material available at the time of installation.

**18. PAYMENT OF ASSOCIATION FEES AND/OR ASSESSMENTS**

**18.1 Bad checks:** An owner will be charged the current bank fee for the 1<sup>st</sup> and 2<sup>nd</sup> bad checks written to the Longboat Arms Association for monthly fees and/or assessments. After the 2<sup>nd</sup> bad check, the owner will be required to pay all future fees and/or assessments with a cashier's check or money order. (08/31/09)