



OCCUPANCY FORM NOTIFICATION OF NON-RENTAL USE OF UNIT

I/We, _____, Owner (s) of Unit # _____, wish to inform the Association that I/We will be loaning my unit without compensation for the period from

Arrival: _____, 20____ **Departure:** _____, 20____

The following guest(s) will be in residence during this period:

Name: _____ Relationship to Owner: _____

Name: _____ Relationship to Owner _____

Name: _____ Relationship to Owner _____

Name: _____ Relationship to Owner _____

Vehicle Information:

Make: _____ Model: _____ Year: _____ State: _____ Tag# _____

Make: _____ Model: _____ Year: _____ State: _____ Tag# _____

I / We have provided a copy of the Rules and Regulations of the Longboat Arms Condominium Association. I / We understand my/our responsibilities as owner(s). My guest(s) agree(s) to abide by the provisions of said documents. In accordance with the provisions of the rules regarding "Non-rental use of Unit", of the Rules and Regulations.

Violation of the rules set out below may result in the levy of a fine on the unit owner.

21.1 Non rental use of unit in absence of the owner

21.1 Non rental use of an Apartment, in the absence of the Apartment Owner, will not be allowed except under the following conditions:

- A. Family Members may utilize the Apartment. For purposes of this Declaration Family Members are defined as persons all of whom are related by blood, marriage, legal adoption, or a combination thereof.
- B. The Apartment Owner must have full knowledge and must approve of the use of the Apartment by the Family Members.
- C. No more than six (6) Family Members may utilize a Unit at any given time when the Unit owner is not present. No more than four (4) of the six (6) Family Members can be adults.



- D. Family members visiting an Owner in residence and needing additional space may use another Owner’s Apartment in that Owner’s absence, and with that Owner’s written permission.
- E. Friends of an Apartment Owner can utilize the Apartment.
- F. The Apartment Owner must have full knowledge and must approve of the use of the Apartment by the Friends.
- G. No more than six (6) Friends may utilize a Unit at any given time when the Unit owner is not present. No more than four (4) of the six (6) Friends can be adults.
- H. Apartment Owners are authorized to allow Friends to utilize a Unit, when the Unit owner is not present, up to four (4) times a calendar year.
- I. The Apartment Owner must notify the Board of Directors in writing by use of the “Occupancy Form” prior to the arrival:
 - 1. The names and addresses of the Family Members or Friends (All occupants of the Apartment must be listed);
 - 2. The relationship of the Family Members to the Apartment Owner;
 - 3. The approximate arrival and departure times oof the Family members and/or Friends.

This application must be completed by the Applicant and Unit Owner

SIGNED: _____ PHONE: _____
(Owner)

DATE: _____

SIGNED: _____ PHONE: _____
(Principal Guest)

DATE: _____

**THIS NOTIFICATION IS TO BE SUBMITTED AT LEAST
7 DAYS PRIOR TO GUESTS’ ARRIVAL**

Please fax, email or mail form to Progressive Community Management,
Phone (941-921-5393 Fax (941)-923-7000
sraniere@pcmfla.com

In case of emergency please contact:



Longboat Arms Condominium

House Rules and Regulations Revised 2021

House Rules and Regulations

Longboat Arms Association, Inc.

LONGBOAT ARMS IS A RESIDENTIAL COMMUNITY

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1. GENERAL

- 1.1 Cooperation:** Condominium living requires a certain amount of cooperation among residents to ensure 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.
- 1.3 EMERGENCIES:** All emergencies such as stalled elevator, flooding from stopped sewers, sinks, tubs or broken sprinkler heads should be reported immediately to any Board Member, maintenance coordinator or the management company. The emergency contact number for the management company out of hours, weekends and holidays is displayed on the Notice Board at the elevators. If owners or renters contract with a contractor to remediate a problem they will be billed. The association will not be responsible for any cost incurred by the person(s) who act independently of the association.
- 1.4 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 and/or the management company.

2. GROUNDS

- 2.1 Access:** Members and guests may go anywhere on the condominium ground, respectful of the privacy of adjacent units.
- 2.2 Plants:** Members desiring additional plants on the common grounds around their units must get Board approval prior to planting.
- 2.3 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 of 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:** *C Building:* 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. *D Building:* Due to the fire regulations and restricted clearances of D Building, plants or other greenery 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.
- (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 out overnight on this common element area. Towels or clothing shall not be placed on the railings.
- (h) **FIRE DEPARTMENT SAFETY REGULATIONS:** The Fire Marshall's ruling on furniture and other artifacts on walkways is final and cannot be challenged by the Association or individual owners.

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

3. PARKING

- 3.1 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.
- 3.2 Ramps:** No parking is permitted at the ramp areas except for loading and unloading.
- 3.3 Stairways, Elevator Towers:** Parking at stairway landings or in front of elevator towers is not permitted.

- 3.4 Seawall area:** Parking spaces at the seawall are reserved for guests at all times.
- 3.5 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 or shrubbery.
- 3.6 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.
- 3.7 Commercial vehicles:** Commercial vehicles may not be parked on the property except for required services and deliveries.
- 3.8 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.

4. CARPORTS (WHEN CONSTRUCTED)

- 4.1 One per Unit:** Each condominium unit is allocated a carport
- 4.2 Boats and/or boat trailers:** may not exceed the allocated carport boundaries for safety considerations.
- 4.3 Bikes:** are not permitted to be stored in carports. They must either be stored within the storage space allocated or within the unit owner's apartment. All bikes should be identified with the unit number. Bike racks will be provided in open space for temporary use only. Bikes left by owners or renters for any extended time should be stored in the owner's unit. Bikes left unidentified may be disposed of after efforts are made by the board to identify owners.
- 4.4 CARPORT EXCHANGE:** Owners who wish to exchange their carport allocation with another owner may do so by mutual consent. Details of the owner's allocated carports must be listed in a letter addressed to the management company signed by both consenting owners stating the agreement to exchange carport allocations and identifying the carport numbers being exchanged.

5. SWIMMING POOL

- 5.1 Risk:** Persons using the pool do so at their own risk.
- 5.2 Shower:** Swimmers must shower before using the pool.

- 5.3 Caps:** Swimmers with long hair should wear swimming caps.
- 5.4 Glassware:** Glassware of any kind may not be brought into the pool area.
- 5.5 Children:** Children under 12 years of age may not use the pool except when under the supervision of an adult. Only children who are not toilet trained may not use the pool.
- 5.6 Life preserving equipment:** Attached to / worn by the swimmer and small floating devices are permitted.
- 5.7 Suntan lotion:** Persons using suntan preparations must use towels to protect the patio furniture. No suntan lotion may be sprayed while on the walkway areas.
- 5.8 Swimming attire:** Is required at all times.
- 5.9 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. BBQ grill must be cleaned after usage and the cover put on when the grill has cooled. Picnics involving 20 or more people require approval of the Board of Directors.
- 5.10 Pool hours:** Begin at 8:00 AM and extend during lighted hours.

6. CLUBHOUSE

- 6.1 Hours:** Members may use the Clubhouse daily from 9:00AM until Midnight.
- 6.2 Access:** The Clubhouse is available to members during open hours, except when a conflict occurs with Board of Directors' activities.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 Renters:** Renters desiring the use of the Clubhouse facilities for private parties must obtain approval from the Board through the management company.
- 6.7 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.

6.8 Children: The Clubhouse may be used by children under the age of sixteen only when accompanied by the responsible owner or renter.

6.9 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.

6.10 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.

7. OCCUPANCY AND RENTALS

7.1 Prohibitions: Unit owner may not:

- Rent their unit more than two times in any twelve consecutive months.
- Rent for a term less than one month
- Rent to persons with pets.
- Rent to tenants with more than four full-time occupants.

7.2 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.

7.3 Relatives: Relatives are defined as persons who are connected to the Owner by blood or marriage defined in the declarations para 21 (A)

7.4 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.

7.5 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.

7.6 Approval of lease or sale: At least **14** 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.

- 7.7 Identification:** All renters should be identified to the Board or management upon arrival.
- 7.8 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.
- 7.9 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.
- 7.10 Extended absence:** All unit owners are encouraged, for the protection of their property, to notify the Management Company when they intend to be absent for any extended period of time. Likewise, they should notify the Management Company when they intend to return. Notification will ensure the Management Company can contact owners in case of emergency and ensure mail forwarding details are current.
- 7.11 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.
- 7.12 Rental Application Fees:** A rental Application fee of \$100.00 per rental is applied to each rental application. Rental applications should be sent to the Management Company together with checks made payable to Longboat Arms Association.
- 7.13 Maintenance during periods of rental:** Owners must inform their tenants that, if a problem arises such as failure of an A/C unit, TV or appliance within the unit the occupant must look to the owner directly or his appointed agent and NOT the condominium maintenance coordinator for remedy. Most problems that arise are the owner's responsibility. Association personnel may advise but not assist in any matter which is not its obligation to repair or correct. If the condominium maintenance coordinator or other personnel carry out any remedial work they will be charged directly and such work will be undertaken out with normal maintenance personnel hours.

7.14 Unoccupied Units: Water must be turned off at the main inlet valve when a unit is unoccupied for periods of more than 48 hours. Renters should be advised accordingly and home checking services must be advised that the unit is unoccupied.

7.15 OUTDOOR FURNITURE: Where applicable **MUST** be removed from walkways and stored within the unit owner's apartment. Summer storms and hurricanes blow furniture in all directions causing damage and destruction. The condominium will **NOT** be responsible for ensuring furniture is stored or secured. Instead, it may be disposed of in the interests of safety.

8. BOAT DOCKAGE

8.1 Rentals: Boat docks may be rented by unit owners only. If renters use a boat dock, the owner is responsible for rent payments.

8.2 Priority and fees:

- Boat docks usage is on a first come first serve basis.
- Annual rental applicants may choose from available space.
- A selected space will be assigned if an annual fee is paid. The annual fee is set by the Board of Directors annually. Currently set at \$300.00 plus tax per year and due prior to January 1st.
- Storage for kayaks, canoes and other small marine craft is available for an annual fee of \$25.00 per year per item plus tax and also due January 1st.
- 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.

8.3 Unidentified Boats: 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.

8.4 Boat Storage:

- Boats, and boat trailers must be in the water or in the owner's carport.
- Any boat stored on a trailer must fit within the boundaries of the carport.
- Oversized boats and trailers may not be stored within Longboat Arms.
- 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.

- Failure to comply may result in removal of boat, marine craft or trailer from the condominium grounds at the owner's expense after due notice has been given to the owner.
- Kayaks and canoes must be stored in the racks provided by the Association.

8.5 Cars, Boats and other marine craft: Must be insured and registered. Non registered entities as described above will be considered to be abandoned property and will be removed at the owner's expense and billed to the owner by the management company. The Board of Directors reserves the right to verify insurance and registration.

9. CHILDREN

9.1 Elevators: Children are not allowed to play in the elevators.

9.2 Stairways and walkways: Children may not run on stairways or walkways.

9.3 Supervision: Adults should supervise children on the grounds at all times.

10. PETS

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

11. BEACH EASEMENT

11.1 Clean up: Owners, guest and renters should clean up the beach area when they leave. Trash should not be left on the beach.

12. GARBAGE AND REFUSE

12.1 Plastic bags: Garbage and wet rubbish should be disposed of in plastic bags in the trash bin. Trash/garbage must be tied up in proper waste disposal bags before placing in the dumpster. Supermarket plastic bags must not be used for waste disposal. They do not eliminate odor and are not liquid proof.

12.2 Cartons: Cartons and cardboard boxes should be broken down or flattened and deposited in the dumpsters.

12.3 Kitchen Sink Garbage Disposals: To prevent clogged plumbing, please limit kitchen sink garbage disposal use to **very small** food scraps and crumbs only. **DO NOT** use the kitchen sink garbage disposal for grease, fruit and vegetable

peels, bread, coffee grounds, egg shells, or large pieces of food in general.
When in doubt – throw it out! (Into the garbage).

- 12.4 Lids:** Lids of trash and recycle bins should be closed at all times.
- 12.5 Large objects:** Owners should arrange pick-up to dispose of rubbish such as wooden boxes, furniture, etc., that is not normally picked up by the disposal service.
- 12.6 Recycle bins:** Use the recycle bins according to signs on the individual bins. Recyclable items, glass, plastics and cans may be co-mingled and placed into the blue recycle bins outside both C & D buildings. Newspapers should be also be placed in the designated blue bin. All co-mingled items must be loose within the blue bins and NOT be in plastic bags.

13. LAUNDRY

- 13.1 All rules and regulations:** Are posted in each laundry room and should be strictly observed.
- 13.2 Lint:** Please remove lint from dryers after every use.
- 13.3 Faults:** The washers and dryers are leased. Faults should be notified directly to the leasing company and not the Board. Details are posted in Laundry Rooms.

14. STORAGE

- 14.1 Storage areas:** A very 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. Flammable material and paint products **MUST NOT** be stored in these spaces. Flammable material found will be disposed of without notice.
- 14.2 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 disposed of.
- 14.3 Prohibited areas:** Storage is not permitted in the laundry room, meter rooms or the trash rooms. Any items left there will be disposed of without notice.
- 14.4 Walkways:** Storage is not permitted on walkways. Furniture, plants, etc. may not interfere with access to or use of walkways.

15. SEWER FACILITIES

- 15.1 Hygiene products:** Including towels, diapers, etc. may not be disposed of through toilets, sink drains or disposals. Handy wipes and “disposable” wipes etc. must not be disposed of in toilets. They should be sealed in cans or bags and deposited in trash bins. **Grease** or fatty substances **MUST** not be disposed of through sink drains or disposals. These substances do clog sink drains and disposals. They should be sealed in cans or bags and deposited in trash bins.
- 15.2 Fibrous vegetables:** Such as artichokes, asparagus, celery, and other items such as Coffee Grounds, egg shells, bread, or large pieces of food in general etc. will clog **sewer** lines if put through kitchen sink disposals. They should be deposited in plastic bags in the trash bins.
- 15.3 Drains and sewer line blockages: THE CLEARANCE OF ANY BLOCKAGE OF TOILETS, SINK DRAINS OR DISPOSALS FOUND TO BE DUE TO THE IMPROPER DISPOSAL OF SUCH PRODUCTS WILL BE CHARGED TO THE OWNER.**

16. UNITS ON THE 2ND AND 3RD FLOORS

- 16.1 Noise precautions:** Owners who have tile floors in 2nd and 3rd floor Units are requested to utilize scatter and/or throw rugs to minimize the possibility of a noise problem for the unit residents directly below. This requirement is covered by 22 (N) of our Condominium Declaration.
- 16.2 Units above the ground floor:** That install floor coverings other than carpet must install the most effective soundproofing material available at the time of installation.

17. PAYMENT OF ASSOCIATION FEES AND/OR ASSESSMENTS & ADVISORY

- 17.1 Bad checks:** An owner will be charged the current bank fee for the 1st and 2nd bad checks written to the Longboat Arms Association for monthly fees and/or assessments. After the 2nd bad check, the owner will be required to pay all future fees and/or assessments with a cashier’s check or money order.

18. RENTAL AND RESORT TAXES (ADVISORY NOTICE TO OWNERS)

- 18.1 State and Local Taxes:** Owners who rent their apartments are reminded that under Florida law, rentals are subject to State and local taxes. The penalties for noncompliance are severe and punitive.

18.2 Business License: Owners who rent their apartments are required to register with the Town of Longboat Key to obtain a business license. As well as the Florida Department of Revenue. Both agencies are very proactive in seeking out owners who do not comply with the Law.

18.3 Violations: Violations of the short-term vacation rental requirements may result in the issuance of a civil citation with fines of \$100.00 for the first offence \$250.00 for the second offence and \$500.00 for the third and subsequent offences and in which a separate civil citation may be issued for each calendar day the violations occur. Violations related to short term-vacation rental, may result in one or more citations – to the owner, renter and rental agent.

19. ENTRY DOORS TO UNITS AND STORAGE ROOMS

19.1 Same Look and Design: In order that all doors are of the same look and design the association has set a specification for owners who wish to replace front and screen doors as follows:

- **Main Front Doors** – THERMA TRU SMOOTH STAR S200
- **Screen/Storm Doors** - LARSON TRADEWINDS FULL VIEW AGED BRONZE
- **Storage Room Doors (D Building only)** - THERMA TRU SMOOTH STAR (special size)

Details of exact specifications and buying guides may be obtained from our Property Management Firm – PCM, and on the condominium website.