

**THE PRIVATEER SOUTH CONDOMINIUM ASSOCIATION, INC.**  
**HOUSE RULES, REGULATIONS, AND SERVICES**

(Effective April 10, 2004)

(Revised January 8, 2021)

**Administrative Authority:** The Privateer South Condominium Association, Inc., ("PSCA") is a not-for-profit Florida corporation and is responsible for the operation of the Privateer South condominium in conformance with the Association's Declarations, its Articles of Incorporation, and its Bylaws. Those documents permit the Board of Directors to establish Rules and Regulations governing the common property elements and to establish and enforce House Rules and Services.

Previous editions of the House Rules and Services, as reflected in the Owner's Directory for fall 2002, are hereby deleted in their entirety, including those provisions entitled, "Owner Participation and Association Records" and are replaced by the following House Rules and Services, effective on the date set forth above.

The PSCA office staff is charged with responsibility for the efficient operation of the Association and the enforcement of its rules. Rules may change from time to time. Please check with the office for any updates after the date printed above. Owners are notified in a timely fashion of any updated rules. Rules apply to owners, renters, and guests.

A separate condominium association known as the Privateer Commons Owners Association, Inc. ("Commons Association") is responsible for the operation, care and maintenance of facilities shared with the Privateer North Association. The Commons Association's area of responsibilities includes the swimming pool, tennis courts, seawall, irrigation and beach maintenance and all other areas outside the Privateer South Building. The Commons Association may from time to time establish their own House Rules, to which Privateer Association and its owners, renters and guests are required to abide by and respect at all times.

**ARRIVAL AND DEPARTURE:** Owners, renter, and overnight guests **MUST** communicate arrival and departure dates to the office by phone or email. This will aid us in knowing who is in the building in case of an emergency. This is very important at all times, especially during the storm season which is June through the end of October.

**ASSESSMENTS:** Quarterly maintenance assessments are due the first day of each quarter. Owners are provided with coupons that are to be sent to our depository lock box with the required payment. The Commons Association will bill their quarterly assessments directly to the unit owners and payment is to be made separately to the Commons Association. Privateer Association required assessment payments will be deemed delinquent if not paid within ten calendar days of the due date and will result in an interest charge of 1.5% per month, as

provided for in the Condominium Declaration and the highest possible late charge permitted under the Florida Condominium Statute, currently 5%. If full payment, including the interest charges, is not received within thirty days after the due date, a lien will be automatically recorded against the unit. In addition, the Privateer Association may accelerate payment of all assessments due during the balance of the year and include these amounts in its lien. The unit owner will be responsible for all cost, including recording and legal fees, before the lien will be lifted.

Owners may sign up for an automatic assessment payment plan whereby the Privateer Association's depository bank will draft the owner's bank on the assessment due date. The PCM office can assist you in establishing these automatic payment arrangements.

**AUTOMOBILES AND PARKING:** There is a speed limit of 10 miles an hour on driveways and in the parking area. The covered parking areas are for owner vehicles only. No recreational vehicles such as boats and jet skis are allowed in the covered parking area. Covered parking is numbered and assigned. Second vehicles and visitor/guests must park in the visitors/guests parking areas. Drivers of service vehicles must use parking areas set aside for them -- currently at the east edge of the parking area.

Passengers may be dropped off at the front entrance. There is no parking allowed in front of the building, pursuant to City of Longboat Key statute. **This area is designated as a fire lane and is reserved for emergency vehicles.**

Baggage, packages, and groceries should be loaded and unloaded using the pool side entrance. Shopping carts are available in a closet next to the south stairway door.

A vehicle wash facility is available near the service entrance at the south end of the building.

If you will be away for some time and wish to leave your vehicle in the parking areas, please leave a set of keys at the office. In an emergency or during parking surface repairs, your vehicle may have to be temporarily relocated to another parking space. If you wish routine start-up of your vehicle or other vehicle care while you are away, please organize these details with the office. The PSCA assumes no responsibility or liability for this service. It is done as a courtesy to the owners. Use of another owner's parking space must be documented by signed authorization from the unit owner and on file in the office.

**BALCONIES:** Nothing may hang from your balcony except as permitted by law. **The railings and glass may not be altered in any way, including, but not limited to hanging, adhering, or placing anything on them, whether permanent or not.** This includes towels and bathing apparel. No flowerpots or other objects are to be placed on the railing. Cooking devices may not be used on balconies. No dust mops or other cleaning implements may be shaken out. No

water may be poured on or from the balconies. Please do not flush water off the balconies as this causes staining of the building sides. No construction work or storage is permitted on balconies.

**Any damage or misuse of your railing or glass will be corrected by management at your expense, which may be considerable. Do not use any abrasives, soft scrub products or aggressive sponge products to clean glass or railing. Clean with plain water or water with a touch of dishwasher liquid and a soft cloth.**

Tiling of balconies is prohibited as it leads to structural damage of the balconies. Exception to this may only be considered after signing a tile agreement and receiving Board of Directors approval. You will be liable for any subsequent damage to your balcony. Fees to file this document will be at the owners' expense. Tiling of floors may not commence until the Board has given its approval in writing and the owners have executed appropriate legal agreements and have paid all applicable fees. No other areas of the balconies may be tiled.

Residents who plan to be away for more than two weeks should place furniture or other items normally kept on the balconies inside their unit to prevent problems in the event of storms. **All furniture must be inside during hurricane season (June 1 – Oct. 31) if not in residence.**

**BEACH CHAIRS AND UMBRELLAS:** There are several beach chairs and umbrellas provided for use by owners, renters, and guests. These are located on the beach adjacent to the steps on the south side seawall. If these chairs are moved to another area on the beach, return them to their proper location after use. This minimizes loss of chairs to the tides or theft. Do not reserve chairs with towels for future use. Umbrellas must be lowered and tied when leaving beach.

**BICYCLES:** Residents who own bicycles may store them in the bicycle storage area provided within the building, currently at the south end of the building or in their units. Please register all bicycles at the office. Place a tag with owner name on the bicycle. Bicycles are stored at the owner's risk and PSCA assumes no responsibility for their care or security. Bicycles not actively used should be stored in the owner's unit, as space is limited, and we need to accommodate those owners who use their bicycles frequently. Contact the office for more information regarding storage and registration.

**BUILDING ENTRANCE:** When coming or going to the beach or pool areas, please use the north pool entrance. Please take extra care to remove sand from shoes and feet before entering the building. All luggage, packages, groceries, must be brought in through the north pool entrance. The social room should not be used for entrance/exit to beach.

**BUILDING SECURITY:** Building security is very important to the residents and guests of the Privateer South. The Medeco building entry key is for the pool side door. Two Medeco Keys are assigned to each unit. The loss of a building entry key will result in an automatic \$100 replacement fee.

Fobs are also available at a cost of \$50 each. Two fobs may be issued per unit. Do not lend the building key or fob to any person. They may gain entry to the building during business hours by calling you or the office on the building Enterphone at the back entrance. You can admit your guest, calling from the Enterphone, by pressing "6" on your phone. Do not admit anyone you do not know.

To allow access during non-business hours, real estate professionals, who are licensed and bonded, may obtain a Code from the office for their listing(s) in the building (This code will be removed upon sale). When the real estate will be required to provide their professional information and the owner's name and unit number that they have listed. Weekend showings are allowed if the PVS office is given 24hr advance notice. Selling agent must be present to coordinate gate and building entrances with buyers' agents.

Each unit also has its own entry lock. You may change those locks, or add locks as you please, so long as duplicate keys are provided to the office. Duplicate keys are kept in a locked cabinet in the office and used only if we must enter your unit in your absence for routine or emergency service. If the PSCA must gain entry by force due to an emergency, and because there is no duplicate key with the office, any repair cost will be the owner's responsibility.

If you will be away for some time, it is suggested that you leave the office keys to any cars parked in lot, and keys (code) to bicycle lock. This is particularly advisable if it is possible the family or guests, with permission to use your unit, arrive while you are away.

**CARTS AND LUGGAGE RACK:** Four supermarket carts are in the first-floor storage area for your convenience. A luggage rack is kept in the service entrance. Please return these to their first-floor storage areas as soon as you have finished using them.

**Carts or wheeled luggage should be taken through poolside entrance.**

**CHILDREN:** The conduct, behavior and safety of children is the responsibility of parents, grandparents, guardians, or adult hosts at all times. Any noisy or rough play in the lobby, halls, stairwells, or elevators is prohibited. Ball playing is not allowed on the lawn or in the pool area at any time. **Children under 18 are not permitted to use the exercise equipment in the fitness room.**

**CLEANING SERVICES:** The office maintains a list of cleaning personnel who are available to clean owners/renters' units as required. All arrangements are to be made by either the owner

or renter directly with the cleaning personnel. Cleaning personnel must coordinate their access to the building with the office. The office must be notified, by the owner/renter, that the cleaners are allowed access to their condo, otherwise they will not be given a key. All outside contractors, including cleaning people, have access to the building on weekdays, between 9:00 am to 4:00 pm. only.

**DAMAGE AND REPAIRS:** A unit owner will be held responsible and must reimburse the PSCA for any repair or replacement in common areas due to damage he or she has caused. The owner is also responsible for damage to common areas caused by guest or lessees to the extent the damages exceed the security deposit posted by each lessee with the PSCA - currently \$500.00. Damage caused by workmen retained by an owner is the responsibility of the owner, and any reimbursement to the owner should be sought by them directly from the workmen.

Large construction or remodeling projects require a \$2500 deposit for cleanup or damage.

Every owner must keep his or her unit in good condition. The Association reserves the right to make emergency repairs within a unit if the owner is not available. All costs of these repairs will be charged to the unit owner, and if not promptly paid, will result in a lien being placed on the unit. Said lien will include incurred costs, recording fees, legal service, and interest.

If work is being done in a unit, hallway flooring must be protected by a paper or carpeted covering. The carpeting must be secured in a way as to not be a trip hazard. Workman may not use hallways or balconies as a workshop or storage area for tools or block the doorway of any unit. All unit doors must be kept closed during construction. No loud music is permitted.

**DRESS CODE:** Appropriate dress, including shirts and shoes, is always required in public areas inside the building. This applies to children as well as adults. Bathers must use cover ups and footwear while in the building. Please take extra precautions to dry off and to remove sand from shoes and feet before entering the building. Puddle drips and sand are slippery and may present a hazard. Sand will damage the marble floor. A heated outdoor shower is available in the pool area.

**EXTENDED ABSENCE:** Please check with the office on air conditioning and other appliance settings if no one will be residing in your unit for an extended period. We require that owners turn off their main water supply valve and also turn off the circuit breaker on their water heater. This will help prevent water leaks that might cause damage not only to the owner's unit, but to adjacent units or common areas.

Please remember to complete Arrival and Departure cards which must be left at the office window or you may email the office upon arrival and departure.

**FINE:** In addition to all other remedies, the PSCA may impose a fine on an Owner for failure of such Owner, Owner's family members, guests, invitees, tenants, and licensees to comply with any provisions of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations. Fines shall be in such reasonable amounts as the Board shall determine, but in no event may a fine exceed \$100 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1000 in the aggregate. The Association may also suspend the right of an Owner and/or an Owner's guests, tenants, and invitees to use the Common Elements.

A fine may not be imposed without notice to the person sought to be fined and an opportunity for a hearing before a committee consisting of at least three members appointed by the Board. If the committee by a majority vote does not approve a proposed fine, it may not be imposed.

**FIRE:** (1) Activate the fire alarm on your floor and call 911. (2) Arouse any other residents on your floor. (3) Call office if fire during business hours. (4) Evacuate the building using the stairs only, leaving your unit closed but unlocked. Gather at the Pool Pergola.

**FITNESS ROOMS:** There is one exercise room on the first floor. Please check with your physician prior to use. Exercise equipment in the fitness rooms may not be used by children under the age of 18. All equipment is for use at your own risk. The Privateer does not accept responsibility for equipment or its use. Contact the office for instructions on equipment. Turn off all lights, television, equipment, and AC. Leave door open when finished.

**FURNITURE DELIVERIES:** Delivery of furniture, both by commercial enterprises and/or by owners themselves, is limited to 9:00 am and must be completed by 4:00 pm Monday to Friday. **Deliveries must be coordinated with the office to avoid conflict with elevator and dock usage. 24-hour advance notice is required.** All deliveries, both by commercial enterprises and owners, should be made via the shipping door on the south end of the building. At no time may deliveries occur other than at the times listed to maintain security and protect the physical integrity of the building. The larger elevator (#2) is designated for use of larger items and for service contractors. This elevator is equipped with special protective padding during normal working hours. Pads must be up in the service elevator (north/#2 elevator) before using for any deliveries.

**GOLF CLUB STORAGE:** Golf Club Storage is available in a storage room on the ground floor. Golf club storage is available on a first come first serve basis.

**GUEST SUITES:** There are two guest suites available to owners when owners are in residence. There is a daily cleaning fee and a nightly stay minimum. Owner is responsible for all damages and missing items. All guests are expected to respect the rules of the condominium. A more

complete list of procedures for renting these rooms is available in the office. No guest or renter may bring emotional support animals (see PET section for details.)

**HALLWAYS, STAIRWELLS AND FIRE DOORS:** Unit entry doors must remain closed to preserve the effectiveness of the hallway air conditioning system. No items may be stored in the hallways or stairwells. The fire doors leading to the stairs are to be closed at all times. Stairway users should ensure that the fire door does not slam, as they are very heavy and can create a loud disturbing noise.

**LAUNDRY ROOMS:** There are laundry machines on each floor. Please clean the dryer lint trap when finished. We ask that laundry be promptly removed once the load cycle is complete. Anyone kept waiting for the machines will be authorized to move neglected or forgotten laundry to the counter. If the laundry room on your floor is unusually busy, call the office and we can direct you to an unused facility. Please notify the office if you have any problems with laundry equipment.

**LEASING UNITS:** No lease shall be for less than a three (3) month period and a unit may not be leased more than three (3) times in a given calendar year. All occupancy of the unit in the owner's absence will be considered a rental unless the occupant is a member of the owners' immediate family.

### **Definitions:**

Immediate family: Mother, father, siblings, children, or grandchildren

Transient Occupancy: Non-immediate family member in residence for more than three weeks.

Permanent Resident: Person(s) considering Privateer South their place of residence who is/are not on the Deed conveying ownership.

### **Occupancy:**

Once an occupant is no longer considered to be a guest and has been deemed as either a permanent resident or a transient occupant the Board of Directors shall require a background check and appropriate fees in accordance to the applicant. The applicant must be approved by the Association Board of Directors and must fully comply with the rules set forth in the current edition of the Privateer South Rules & Regulations, including, but not limited to, the tenant occupancy rules.

If the unit is occupied in any other fashion, the Association will consider this to be a rental and will not allow the use of the property by anyone else for a three-month period (this is inclusive of owners). Privateer South Condominium documents cap rental numbers to a maximum of ten

units at any time. No individual rooms will be rented, and no transient occupants shall be permitted. This includes contractors. No subleasing is permitted.

### **Rules for Rental Eligibility:**

1. As stated in the PSC documents, a maximum of 10 rental slots are eligible at any time during the year.
2. Grandfathered owners have first priority in rental eligibility and are considered part of the available maximum number of ten.
3. All additional requests for rental must be received in writing to the Board of Directors and will be placed on a potential eligibility list in date received order.
4. When a rental slot becomes available, the first name on rental eligibility list will be notified by the Board of Directors. If that owner refuses slot their name will go to bottom of list.
5. All owners who are approved for rent will be able to rent their unit until they cease to rent during a calendar year.
  - a. Once you come off the list, you must reapply by mail to the BOD and your name will be placed on list in date order.
  - b. Full year or multiple year rentals are acceptable once you become eligible.
6. By each February 15<sup>th</sup>, eligible owners will be asked to declare their intention to rent in the next calendar year.
7. Application to rent during any period in which we do not hit maximum will be allowed unless the rental overlaps a season where we are at the maximum. Any slots temporarily available will be offered in order to names on permanent list, but if refused will not remove name from permanent list.
8. Any issue regarding the stated Rules for Rental eligibility will be resolved by the Board of Directors.

To lease a unit the owner must:

- Submit a copy of the application for approval of lease, inclusive of dates with \$150 background check fee and \$100 Administration fee to the Privateer South Office and a \$500 refundable security deposit fee to Privateer South Office. Checks are made payable to the Privateer South Condo Association.
- Owner must be up to date on all Association fees and dues.

The Board has 15 days from submission of all paperwork and the \$250 fee to respond to owner on the lease decision. The Board can request an interview with prospective renters which may extend the approval period. Following acceptance of tenant, the tenant must submit a \$500 security deposit made out to Privateer South Condominium Association. The Board reserves the right to refuse a renter at their discretion.



The owner must submit an executed contract to the BOD at least 10 days prior to the rental period. Any occupancy prior to the completion of these steps will result in a termination of the lease. This includes all returning renters. Returning renters are required to have a current executed agreement and a \$500 deposit on record 10 days prior to rental period.

**Owners must provide the tenant with a current copy of all rules and regulations, which must be signed by the tenant and returned to the office.** A yearly background check will be conducted at a cost of \$150.00 and is due at renewal of lease. The \$100.00 non-refundable fee will be waived for returning renters. All lease agreements must contain a provision that all tenants are subject to the Articles of Incorporation, The Bylaws and the Rules and Regulations of the Association. A copy of the lease must be turned into the office with the Lease Approval Form. Leasing does not release the owner from obligations or duties as spelled out in the documents. This is a pet free building. Due to owner health issues, no pets or therapy animals are allowed on the premises. No tenant may bring a therapy animal on premises. Only service animals are allowed (see section labeled PETS below).

Owners may lease their units for no less than three consecutive months and no more than three times a year.

Units owned by corporations, partnerships or a limited liability company are subject to all the provisions of these unit leasing procedures. The individual designated by the appropriate entity as the voting representative shall also be the owner for purposes of leasing of the unit. Any person or party not a member of this individual's family (as defined by the Board) will be subject to all the provisions of unit leasing, including but not limited to the restriction on a minimum three consecutive months of rental and all applicable approval procedures.

**LEASING/NON-COMPLIANCE REMEDIES:** Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by any act of an Owner's family, member, guest, invitee, tenant, and licensee as a result of intentional acts or of neglect or carelessness.

The Association may impose a fine on an Owner for failure of such Owner, owner's family, renter, guest, invitees, and licensee to comply with any provisions of the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations. The Association may suspend the right of an Owner and/or and Owner's guest, tenants and invitees use of the Common elements of the building.

The Association may recover costs and attorneys' fees incurred to enforce the governing documents. Such fees will be a personal obligation and may become a lien against such Owner's unit.

Any tenant who seriously abuses the documents of the Association may have their lease terminated by the Board of Directors and the Board may seek eviction. The Owner will be responsible for all fees associated with this process.

**LONGBOAT CLUB ROAD GATE PASSES:** Gate passes are issued and controlled by Longboat Key Club Association. The cost for a fob is \$50.00. The purchase of fobs is limited to two per unit. The office has the necessary forms and will assist you in obtaining new gate passes. Only Visa or Mastercard are accepted as payment.

**MAIL AND PACKAGES:** The office will accept UPS and other deliveries in your absence but is not able to pay COD charges unless prior arrangements have been made. **If a resident will be away for more than two or three weeks, mail forwarding arrangements must be made with the post office.**

**MAINTENANCE AND REPAIRS:** Please make use of the work order forms for any needed repairs or maintenance issues of the Privateer Association property. Needed repairs or equipment maintenance should be promptly brought to the attention of the office by filling out and submitting a work request form to the office. **If the problem is within a unit and it is not Privateer South Association property, the Privateer South Association will not undertake these repairs.** We have the list of qualified contractor or handymen at the office. The owner must make their own arrangements and assume costs.

For security reasons, all workers or tradesman, must sign in and out of the building. Any construction scheduled by owners cannot begin before 9:00 am and must not continue after 4:00 pm Monday-Friday. No Saturday or Sunday construction or services are permitted, except in the case of an emergency. **All construction is limited to May 1 through October 31.** No after-hours projects will be approved or permitted. All construction is subject to the rules stated in the attached Rules for Construction.

The City of Longboat Key often requires appropriate building permits for repair or remodeling projects. The PSCA will deny entry to the building to any contractor who does not have the appropriate building permits. If any project involves any of the PSCA common elements, permission must be obtained from the Association. The office staff can provide guidance on types of repairs and remodeling projects that require PSCA approval, in addition to the required permits.

Dumpsters or storage bins of any type are not to be left in the parking lot overnight by contractors, except with the express permission and consent of the PSCA office. Owners retaining contractors for work on their units are responsible to see that the various contractors make specific arrangements with the office. Contractors who do not abide by these rules may be denied permission to work in the building or to continue work that has already commenced.

Owner cooperation is essential in enforcing this rule. **No construction debris is allowed in building dumpsters.**

**NOISE:** Noise carries easily through the building and care must be taken at all times to avoid disturbing your neighbors, such as loud television volume, slamming of doors, scraping furniture across tile floors, or the use of loud equipment or devices. Excessive or disturbing noise is prohibited at all times. Please be considerate of your neighbors, especially between the hours of 9:00pm and 9:00 am.

**NOTICES:** Notices of meetings or other official notices are posted in a display case by the elevator on the 1st floor, as well as on the bulletin board in the mail room.

**OCCUPANCY LIMITATIONS:** Owners or renter may not accommodate overnight more than seven persons in a three-bedroom unit, more than six persons in a two-bedroom unit, or more than four persons in a one-bedroom unit.

In the absence of the owners, occupancy of the units by persons not in the immediate family of the owners will be deemed the equivalent of a rental and the necessary application and approval process will apply. Only three rental periods of three months each are allowed per year. However, in the absence of the owners, occupancy by members of the owner's immediate family (defined exclusively as children, parents, siblings, and grandchildren), will not be considered a rental. Owners not in residence are asked to notify the manager of any such occupancy.

**OFFICE HOURS AND TELEPHONES:** The office is open from 9:00 am to 4:00 pm Monday through Friday, or such times as posted.

**OFFICE SERVICES:** There is no charge for an occasional and infrequent incoming fax message (but not more than once per week) limited to two pages in total. Incoming faxes that are larger than two pages or more frequent than once a week are subject to a \$2.00 charges per incoming fax message. If the incoming fax message is great than twenty pages the fee is \$5.00. Our fax number is 941-387-8107.

If you need a few photocopies for personal use, contact the office. There is no charge. We are not set up for major office services and if your requirements are more than a few pages or are required more than two or three times a month, you must make arrangements with a professional copy service. Owners who wish to make copies of any document of the PSCA will be charged \$ .25 per page to cover clerical and copying costs.

**PEST CONTROL:** We contract for regular pest control. The pest control firm that we use are bonded and, therefore, we allow them to enter your unit in your absence to perform this

service. If this is not acceptable to any owner, please make your own pest control arrangements. Your cooperation with pest control is appreciated.

**PETS:** Privateer South Condominium is a no animal building. Several owners suffer from severe respiratory issues that are exacerbated by animal dander. As the building was constructed many years ago with common air plenums, the owners' health may be directly affected by animals anywhere in the building, both in units or common areas. The Board of Directors recognizes that there were not any rules in place to govern service animals in the building as we are a no pet building and desire to remain so. However, it has become necessary to have preventative rules in place to prevent the spread of animal dander.

Privateer South Condominium Association, Inc. ("Association") through its Board of Directors has adopted, pursuant to the governing documents for Privateer South Condominium, these rules and regulations for service animals and emotional support animals. All animal owners must comply with these rules and regulations, the Declaration of Covenants and Restrictions of the Association, the Bylaws of the Association, and with all applicable governmental regulations governing such animals.

- *A service animal is any guide dog, signal dog, service dog, or other animal that is individually trained to work or perform tasks for the benefit of an individual with a disability. A written letter from an appropriate medical profession must provide the name of the person with the disability and the specific service that the animal provides for that person. Such letter must be provided at least 10 days in advance of building residence or visit.*
- *An emotional support animal is one that has a beneficial effect on a disabled person but does not perform any specific function for that person. A written letter from an appropriately licensed mental health professional must name the individual owner with the disability. Such letter must be provided at least 10 days in advance of building residence. **In no case will a visitor, family member, or renter be approved to bring an emotional support animal into our building.***
- ***Pets are not permitted in the building nor the exterior commons area at any time for any reason.***

### **Guidelines**

All applicable provisions of the Declaration, the Articles of Incorporation, and the Bylaws are incorporated herein. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal at Privateer South. The prior written approval and permission of the Association through its Board to keep or harbor a service or emotional support animal at Privateer South is required, and the following guidelines shall apply to all such approved animals while on any part of the property of Privateer South Condominium Association on Longboat Key.

1. Only a bona fide service animal or emotional support animal may be approved.
2. No more than one such animal may be kept in a unit.
3. Reasonable behavior is expected from all animals while on the property. If an animal exhibits unacceptable behavior, the owner shall promptly correct such behavior.
4. Flea control is essential and adequate preventive measures must be taken. If a flea problem develops, it must be treated immediately and in an effective manner and proof must be provided.
5. All animals must be current on all required vaccinations and shots, and owners must routinely submit a letter to the Board from a veterinarian attesting to the fact of current required vaccinations and shots.
6. Consideration of others must be taken into account when providing maintenance and hygiene of animals.
7. Disturbing animal noises must be kept to an absolute minimum.
8. Animals shall always be kept under control and must be in an enclosed carrier when in any common area. They may not be conveyed in a person's arms or open carrier of any type. They may not be walked on a leash in a common area.
9. No animals are allowed on the beach in Longboat Key at any time.
10. Dogs cannot be walked within 50 feet of the building and may not be walked anywhere on Privateer grounds.
11. Barking will be considered a violation of our nuisance rules and will subject the owner to a fine.
12. Animals are not permitted on balconies as these are common areas.
13. A special standalone HEPA filter equal to or greater than 320 CFM must be in use in the apartment at all times. A HEPA filter on the AC unit will not suffice as it only cleans the air when in use and will not prevent the spread of allergens at other times.
14. In the event that a cat is the specified service animal, these additional rules will apply:
  - a. All rules as stated above must be followed.
  - b. All cat waste and litter must be double bagged and carried down to the trash room where it is to be placed in a special container. The trash chute on the floors may not be used to dispose of any cat waste.
  - c. Use of shared washers and dryers; all laundry must be carried to the laundry room in a basket. Folding shelves in laundry room are not to be utilized.
  - d. Washing machines are to be run empty with hot water following the laundering of clothes in order to prevent the spread of hair and dander to other people's wash.
  - e. The filters on the dryers must be emptied and wiped down after each use.
15. Animals shall not be bathed other than within the owner's unit.

16. Animal food must be kept inside the animal owner's unit.
17. Emotional support animals are not allowed in the pool area.
18. No animal may be tethered outside the owner's unit unattended.

## **Enforcement**

The purpose of these Service and Emotional Support Animal Rules and Regulations are to bring about a fair and equitable way for all residents of Privateer South to live in a safe and healthy environment and in harmony with one another. As such, we require that you strictly abide by these Rules and Regulations in order to accommodate and lessen the impact on others of keeping a support or emotional support animal on the premises. The Board is empowered to order and enforce the removal of any animal not approved, when there is a violation of these Rules and Regulations, or that becomes a source of unreasonable annoyance to other residents at Privateer South.

**PVS PARKING GATE AND BUILDING ENTRY CODES:** Private codes are issued to all owners. These codes operate the building entry and parking gate. Codes are only to be given out to immediate family members and are monitored. The fobs for Longboat Club Rd gates will work the PVS parking gate. Renters and caregivers will be supplied with a separate code. Codes will be eliminated for security reasons if necessary.

**SALE OF UNIT:** A prospective purchaser must be approved by the PSCA Board. See the Condominium Declarations for the procedure. Fees, and paperwork are involved. Please check with the office for the required procedures. Approval of prospective new owners take a minimum of four weeks.

**SHUFFLEBOARD:** Equipment for the poolside shuffleboard court is kept in the storage unit near the shuffleboard court.

**SMOKING:** Smoking shall not be permitted on any common element, limited common element, condominium unit, including, but not limited to, stairwells, walkways, lobby, elevators, pool, pool and plaza decks, fitness facility, restrooms, sauna, trash rooms, and the parking garage. However, smoking shall be permitted on the Unit Balconies provided that the doors leading to the balconies shall remain closed while smoking is actively in progress.

**SOCIAL ROOM:** The social room on the ground floor is for the owners, renters, and their guests and may be reserved for exclusive use through the office on a first come/first served basis. The exit door must not be used for access to and from the beach at any time.

There is a \$75.00 refundable deposit for the room for larger social occasions. This deposit applies to owners and renters. Once the room has been cleaned, the deposit will be refunded.

If the Association has to have the room cleaned, the deposit will no longer be refundable. Dishes must be cleaned and put away and dishwasher emptied.

**STORAGE AREAS:** There is a storage room on each floor for the benefit of owners residing on that floor. Each storage room has a screened cage assigned to a particular unit owner. All storage items **MUST** be stored in the cages in the storage room. No items whatsoever may be stored on the stairwells, including the stairwell leading to the roof. **The Privateer Association reserves the right to dispose, without notice, improperly stored items located within the storage room or stairwells.** No flammable material may be stored in mechanical closet or storage area.

**STORM SHUTTERS:** Owners possessing storm shutters should inspect them annually, particularly the condition of the securing screws. In high winds, shutters have torn loose and have been blown into the parking areas with harmful results. Storm shutters should be closed if absent for more than two (2) weeks.

**SWIMMING POOL AND SPA:** State laws require swimmers to follow the following rules: swimmers must shower and remove sand, oil, and lotions before entering the pool. Diaper age children may not use the pool unless they are wearing waterproof diapers. The pool must have a safety rope across the middle of the pool which can be unhooked for swimming laps but must be again connected when the laps are completed. Children must not play on this line. Pool and beach umbrellas must be closed and tied after use to avoid damage during a storm.

No children under age 16 shall use the pool or spa without an adult in attendance. Rafts and similar large objects and ball throwing are not permitted in the pool. Food is never permitted on the pool/spa deck except for board-approved events with cleanup planned. Drinks are permitted in the pool area but only in plastic or metal container. **NO GLASS!** Glass seen on the pool deck is subject to \$100 fine and if broken, fine shall be \$100 plus cost to drain and refill pool or spa plus notice to all residents of both buildings of your violation. Other pool and spa rules are posted on a notice board at the pool and are subject to change by the Privateer Commons Association.

Pool furniture may not be removed from the pool area and **may not be reserved.** Furniture must be covered with towels when suntan oil is being used. Please remove all your belongings from the pool area after your pool use.

**TENNIS/PICKLEBALL COURTS:** Both courts are painted for both tennis and pickleball. There are net hold-down devices for pickleball that are easily removed and replaced as needed. Players must wear proper tennis attire, including shirt and shoes. The courts are open 8:30 am until dusk.

**TILE UNDERLAYMENT:** All owners, if placing new flooring in the unit, must install approved sound abatement underlayment. Before proceeding with installation of tile, unit owner must sign Flooring/Tile Agreement and turn into the office.

**TRASH ROOMS:** Trash rooms are located at the southern end of all hallways. Longboat Key is a recycling community. Metal cans, glass and plastic containers should be rinsed, and newspapers and magazines can all be placed in the same container. All other material for disposal should be placed in the plastic bags provided, securely fastened and dropped down the chute. Cardboard boxes must be flattened and put directly into recycling cans in the receiving service room. If box is too large, please flatten and leave it by the dumpsters and the staff will dispose of it. All food boxes are garbage and should be disposed of as garbage. This includes pizza boxes, juice and milk cartons and restaurant take home boxes. If your garbage does not fit in the chute, please bring down to dumpster in service room. Do not leave in your trash room.

Our procedures are mandated and inspected by the city. We appreciate your cooperation and compliance with separating refuse. Please do not use the receiving dock door to outside. For security purposes, this is kept locked except when office staff is on site and monitoring this door.

**WATER SHUT OFF VALVES:** All units must have a master water shut off valve of the lever type installed.

All Unit Owners who will be absent from their Unit for more than seven consecutive days are required to shut off water to their Unit.

***We thank you for your assistance and cooperation in observing our Rules and Procedures. We endeavor to make Privateer South a comfortable, enjoyable, and safe place to reside. Only with the cooperation of everyone are these objectives obtainable.***

Board of Directors

Privateer South Condominium Association



# **Rules and Regulations For All Service and Construction Personnel**

The following rules and regulations have been devised in order to insure a smoother working relationship between The Privateer management, residents, and service personnel. We firmly believe that clarification of the Rules will prevent misunderstandings, which might otherwise arise. Do not hesitate to ask any questions regarding the following rules.

#### **A. Advance Notice of Scheduled Work**

1. Twenty-four-hour ADVANCE NOTICE of all deliveries and service work must be made to the management and is the responsibility of the unit owner.
2. For ALL construction, a schedule of start-up and completion dates of all phases of the work shall be submitted to the management and must be contained between May 1 – October 31.
3. **It is the responsibility of the General Contractor to inform all his sub-contractors of all the rules of this building and to have a representative on premises at all times to supervise the work. General contractors and subcontractors must read, sign, and return all paperwork.**
4. Any keys signed for **MUST BE RETURNED** to the office the same day they are signed out. NO KEYS are to leave the building at any time. NO Building entry code or door code are to be given to service people.

#### **B. Service and Construction Admission and Parking**

1. All service and construction personnel must use the service entrance on the south end of the building. They are expected to register upon entering and leaving the building.
2. Construction workers are NOT allowed to cut through the carports or take breaks under car ports.
3. Seventy two hours prior to initial phase of work all contractors will present their insurance documents and necessary permits. These documents must include a coverage of \$1,000,000 for liability and proof of worker's compensation coverage.
4. Parking is allowed at the service entrance for loading and unloading only. All parking of more than 10 minutes shall be in the guest parking spaces. No overnight parking is permitted without permission from the office.
5. No overnight trailer or dumpster parking unless given permission by the BOD.
6. **No workmen will be allowed to access any common elements of plumbing, electrical, or air control without proper license, insurance and permit to do so.**

#### **C. Hours**

1. All service and construction workers may only work in this building between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Holidays or scheduled closings of the Office. Workers must be out of the building by no later than 4:00 pm.

##### **(The only exception is for an extreme emergency.)**

- A. In the event that an emergency should cause any deviation from these hours, the manager should be notified immediately, and prior permission should be obtained.
- b. When entering or exiting the building, be sure to close the service door securely.
- c. If you have an emergency after hours, you must accompany the service personnel as they leave and secure the outer door of the loading dock.

#### **D. Dress Requirements**

1. As with all residents and guests, shirts and shoes are required in all public areas of the building. No shirts or pants with holes are allowed.
2. Masks must be worn when required in the lobby, elevators, and hallways.
3. No smoking is allowed inside the building, on the balconies, dock, or lot. Smoke in your vehicle and be certain to dispose of the cigarettes there. Littering is a citable offense.

#### **E. Elevator Use**

1. The North #2 (left) elevator is designated for service and construction use. All service personnel shall use this elevator **exclusively**.
2. Elevator pads are necessary and are the responsibility of the contractor.
3. If the service elevator will be tied up loading material or equipment, check with the office to obtain elevator hold key. This will allow the resident elevator to respond.
4. Keep elevator tracks free of construction debris.

#### **F. Use of Protective Coverings**

1. When entering the building, all service and construction personnel must provide and install flooring protection for hallway protection prior to the transportation of any tools and/or materials to the individual units. Tools or equipment should not be placed, staged, or leaned against walls or hallways.
2. Flooring protection must be used on the ground floor from the service entrance to the elevators, and from the unit under construction to the elevators. Flooring protection must be removed at the end of each workday.

#### **G. Checklist must be completed and approved before project begins.**

- General Liability Insurance (\$1,000,000)
- Painters, carpet installers, tile installer and window cleaner's insurance (\$100,000)
- Workers' Compensation (with effective date of policy)
- Contract signed by both parties including detailed scope of work.
- Contractor/subcontractor licenses and proof of required insurance.
- Signature page signifying receipt of "Rules and Regulations for all Service and Contract Personnel"
- Window and/or tile flooring agreement.
- Applicable permits as required by the town of LBK.
- Security deposit of \$2,500 for all work over \$10,000 or requiring permit.
- Designated supervisor on site responsible for daily open, close, cleanup and elevator pads and subcontractor rule compliance.
- Demolition must be scheduled in advance with office approval.

#### **H. Confinement of Material, Dust and Noise**

1. Demolition must be scheduled, and the unit must be cleaned before reconstruction begins. DEMOLITION IS LIMITED TO 3 TOTAL DAYS.

2. All materials used or removed from an individual unit shall remain within the apartment until such time as they are installed or removed. Under no circumstances shall hallways be used for temporary storage.
3. DOORS MUST REMAIN CLOSED whenever construction service, or interior decoration takes place.
4. No sawing or cutting or storage should be allowed on the balconies, stairways or hallways. NO exceptions.
5. Do not lean construction materials or equipment against the walls or mirrors when moving materials in and out of the building.
6. The building common areas must be left in the original and clean condition. Hallways must be swept at the end of each workday.
7. All tools and equipment must be cleaned off site. DO NOT cleanup any leftover concrete, drywall, and grout or etc. in the unit sinks or any place in the building and or grounds.
8. NO loud music, especially in hallways, elevators, or lobby.

#### **I. Bulk Trash**

- 1. All bulk trash is to be removed from the premises by the contractor or service person and NOT placed in the condominium dumpsters. Under no circumstances are service personnel or construction workers to utilize the hall garbage chutes. If we find construction trash in the dumpster there will be a trash service fee, no exceptions.**

#### **I. Compliance with Town Certificates and Permits, Section 150.30**

1. No person shall erect or construct or proceed with the erection of any building nor repair, add to, or enlarge, move, improve, alter, convert, extend, or demolish any structure in town without first obtaining a permit unless the work is deemed to be minor work. "Minor Work" shall be defined as improvements or repairs that do not have a structural effect whatsoever to the building.

Examples include, but are not limited to:

1. Painting\* building with fire sprinkler and fire alarm inside units must let Fire Marshall know prior to painting.
2. Wallpaper, wall coverings, or drywall finish
3. Drywall or sheetrock repair up to 48 square feet.
4. Floor and wall tile
5. Rugs, carpeting or other floor covering.
6. Replacing cabinets, counter tops, and refacing
7. Replacement of existing fixtures or appliances so long as there is not alteration or modification to existing wiring.
8. Sink, dishwasher, or toilet replacement so long as a licensed plumber performs the work.
9. Replacement of existing hardware
10. Repair of broken glass (not replacement of window)
11. Other items determined by the Building Official to be minor in accordance with this section and the Florida Building Code. Determination to be in writing.

**K. Security Deposit:** Before any work over \$10,000 in a condominium commences, which requires a permit, the unit owner must post a security deposit of \$2500 with the Association. Any violation of the Contractor's Rules and Regulations or damage to the common area of the building, will result in a fine to the condominium owner, which will be deducted from the security deposit. Failure to complete a project in the allotted time of May 1-October 31 shall result in a \$100/day fine.

**L. All new windows and doors shall have the following detail in addition to the Building Code:**

1. Exterior frame color for windows and sliding glass doors shall be dark bronze. Interior can be white or bronze.
2. Glass shall be Gray Tint. (Turtle glass)
3. Windows shall be two equal double hung with no additional cross mullions.
4. Deliveries and installation must be scheduled through office.
5. Any damage to the outside of the building will be repaired at the expense of the owner.

**M. Flooring/Tile Agreement:** The Privateer South Condominium Association requires owners to sign an agreement which gives them permission to place tile or other flooring on the floor of their unit or on their balcony. If placing new flooring in the unit, the owner must install approved sound abatement underlayment. If placing new tile on the floor of the balcony, unit owner must install a moisture barrier membrane under the tile. All tear up of tile must be completed in three days. This agreement must be signed, notarized, and submitted to the office before work may commence.

**No person shall do electrical, plumbing, heating, air conditioning, H.V.A.C. installations, repairs, or alterations to any structure in Longboat Key without a license and permit.**

**Contractor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Owner's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_