

# **Rules and Regulations**



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#### **Bicycles**

- 1. Store bicycles in the designated area on the north side of the garage.
- 2. Bicycles are stored at the owner's risk and must be locked.
- 3. All bicycles must be labeled with the Unit number and owner's name. Unlabeled bikes are subject to removal. Maximum of two bikes per unit, no tricycles.
- 4. Ensure the storage area door is securely closed and locked after use.

## **Bird Feeding**

The feeding of birds is not permitted in the Common Areas of the Association.

## Common Areas, Unattended or Stored Personal Property

- 1. Do not hang or leave any items (e.g., towels, clothing) on walkways.
- 2. Walkways must remain clear—no bulky furniture, large doormats, or obstructive plants.
- 3. No personal items may be stored in Common Areas, except in assigned storage or the Bicycle Room.
- 4. If personal items are left in Common Areas:
  - A Notification will be sent (if the owner is known).
  - If not removed by the deadline, fines begin at \$10/day; may increase to \$100/day for large or hazardous items. The Board may remove items at the owner's risk and cost.
  - Owners are liable for any resulting damage or issues.

## Decorations (Seasonal)

- 1. Decorations visible from windows may be displayed one month before and up to one month after a holiday.
- 2. December holiday lights must be off by January 2 and removed by January 31.

## **Disaster Preparedness**

- 1. A Disaster Preparedness Plan is available on the website.
- 2. Each resident is responsible for staying informed and prepared.
- 3. GST is in a mandatory evacuation flood zone (AE).
- 4. Water leaks may occur during storms; owners/occupants must take preventive measures. Insurance typically doesn't cover such damage.
- 5. In a disaster with power, emails will be the main source of Association updates. Floor Captains will assist before their evacuation.

#### **Doors**

- 1. The Association owns entry doors; Unit Owners are responsible for hardware MUST be brushed nickel. Painting of the interior door and doorway surfaces is the responsibility of the unit owner. Painting of the exterior surface is the responsibility of the Association.
- 2. Door replacements require prior Board approval and must meet code and windstorm standards.
- 3. Owners must cover all costs, including permits.
- 4. Non-compliant doors must be replaced within 10 days. Otherwise, daily fines of \$100 apply, and the Association may replace the door at the owner's expense.

## Elevator Use (Deliveries & Moves)

- 1. Notify the Office at least 2 business days in advance for large moves/deliveries.
- 2. Delivery/move hours: Monday-Friday, 8:00 AM to 4:30 PM. No weekends or holidays.
- 3. Only Elevator # 2, pads must be used by vendors or Occupant, they are kept in the 1<sup>st</sup> floor Lobby. At the end of the move or each day, they must be returned to the storage closet.
- 4. A designated person must be present in the lobby during moves or deliveries.

## **Entering & Exiting the Building**

- 1. Guests may use the callbox to call your landline or cellphone. Press "9" to unlock the door. Do not admit unknown individuals.
- 2. Entry fobs are available for \$25.
- 3. Guests and Vendors must sign in and out at the lobby; Occupants are responsible for ensuring compliance.
- 4. If you forget your fob, use the callbox to call your cell phone for access.
- 5. Fire Exit doors are for emergencies only.

## **Rear Lobby Door Access**

- Unit Owners and occupants may use the rear lobby door for entry, which requires a fob for entry. Use buttons for exit.
- This door always remains locked, except during hurricanes when the front lobby door is locked for safety. Occupants will then use the rear door for entry and exit.

## **Equipment & Systems**

- 1. Common Area systems (HVAC, plumbing, etc.) must be used only for their intended purposes.
- 2. Occupants may not interfere with or use these systems for personal purposes.
- 3. Only Association staff or the Board may adjust or modify these systems.

#### **Fireworks**

- 1. Fireworks are STRICKLY prohibited on GST property.
- 2. The Association is not liable for damages from fireworks use. Responsibility lies solely with the individuals involved and the Unit Owner. Legal fees related to violations will also be charged to them.

#### **Fitness Center**

- 1. A waiver (available at the end of this document) must be signed by Unit Owners and Tenants to use the fitness center.
- 2. Anyone under the age of 14 must be accompanied by adult supervision AT ALL TIMES.
- 3. Individuals with physical or balance limitations should be accompanied when using the equipment.

#### Grills

- 1. Grills are provided on the second-floor mezzanine.
- 2. Grills are not allowed in any other common area.
- 3. Users are responsible for cleaning the grill after each use.
- 4. If you use the last propane tank, notify the Manager to request a refill.
- 5. Report issues by emailing: gulfstreamtowersmanager@gmail.com.

## Guests

- 1. Guests are defined as any person who is **not** the Unit Owner, Tenant, or an immediate family member of either. A Guest may be present in the unit **on a temporary basis**, **not to exceed 30 days in any calendar year**, and must be invited by the Unit Owner or Tenant. **No payment or compensation** may be exchanged for the Guest's stay.
- 2. Unit Owners/Tenants must notify the Manager in writing, form on website, if someone other than themselves will occupy the Unit. All Occupants must follow the Rules & Regulations.
- 3. Unit Owners/Tenants are responsible for the actions of all Occupants. They are liable for any violations and related fines, damages, or legal costs.

#### **Hot Water Heaters**

- 1. Mandatory replacement every 8 years to prevent leaks and water damage.
- 2. Submit required forms and documentation (work order, permit, renovation form, and manufacturer label) to the Office.
- 3. It must include a city permit, and inspection as required by the Sarasota County Code.
- 4. Annual checks are recommended for heaters older than 6 years. Newer heaters should be checked every two years.

#### Insurance

## **Association Coverage**

- 1. Covers the building structure and Common Area liability. Insurance information is available at gulfstreamtowers.org.
- 2. Includes Common Area windows and doors, as well as Unit windows and entrance doors.
- 3. A roof wind mitigation affidavit is available on the website and may reduce Unit Owners' premiums.

## **Unit Owners Responsibilities**

- 1. HO-6 insurance is recommended for Unit interiors and contents.
- 2. Owners are responsible for personal items stored in their storage area.
- 3. Negligence in maintenance makes Unit Owners liable for resulting damage to other Units or Common Areas.
- 4. Owners are responsible for their personal property and vehicles. Liability and vehicle insurance should be on file with the Association.
- **5.** Owners are encouraged to require proof of tenant insurance.

## **Keys and Locks**

- 1. Unit Owners must provide the Manager with a copy of their front door key(s). If changed they should match the current hardware color and updated keys must be submitted to Office.
- 2. Combination locks require submission of the PIN in a sealed envelope labeled with the Unit number.
- 3. Mailbox and storage locker keys are the Owner's responsibility.
- 4. The pool and main deck doors are locked from 9:00 p.m. to 7:00 a.m. and can be accessed using a fob.
- 5. Fobs are available from the Office for a \$25 fee.
- 6. Owners are responsible for providing keys and fobs to Tenants and other Occupants.

#### Kitchen Use

- 1. **Reservation form:** is available on the website, must be submitted to the Office. Reserving the kitchen is for private non-business events and requires a \$250 refundable deposit.
- 2. Cleaning: Unit Owner/Tenant is responsible for cleaning the kitchen and any Association items used after use.
- 3. **Incident Reporting**: If any kitchen item is damaged, stained, chipped, or broken, the Reserving Unit Owner must submit a written Kitchen Incident Report to: <a href="mailto:gulfstreamtowersmanager@gmail.com">gulfstreamtowersmanager@gmail.com</a>.
- 4. Liability: The person who reserved the kitchen is responsible for all damage-related costs.

## **Laundry Rooms**

- 1. Each floor has washers and dryers owned by the Association.
- 2. Laundry machines are for personal use only by authorized Unit Occupants.
- 3. Use only high-efficiency (HE) detergent. Non-HE products may damage the machines.
- 4. Do not use excessive detergent to avoid system backups.
- 5. Powder detergent is prohibited due to potential damage to cast-iron pipes.
- 6. Clean lint from dryers and wipe any soap residue from washers after each use.
- 7. Do not leave clothes in machines beyond the cycle time. Set a timer to avoid delays.

Report laundry issues via email to: gulfstreamtowers@gmail.com

## Leaving GST for Five days or More

The "Leaving GST on Vacation or for an Extended Period of time, comply with Departure Form found on our website.

## **Moving Guidelines**

- 1. Notify the Office at least 7 days before any move. Schedule elevator's use accordingly.
- 2. Protective elevator pads (if needed) must be installed and removed by the moving party. They are stored on the first floor next to the elevator.
- 3. Moves are allowed:
  - o **Mon–Fri**: 8:00 a.m. 4:30 p.m.
  - Weekends, holidays, and Dec 25 Jan 1: Not allowed
- 4. A person must be stationed at the entrance during the move. Do not leave doors open or unattended.
- 5. Dollies must have rubber wheels to protect floors.
- 6. Disposal of unwanted items and packing supplies are the responsibility of the Occupant.

## Noise

- 1. For construction-related noise, refer to "Common Areas" and "Renovations" sections.
- 2. Keep TVs, stereos, instruments, and conversations at a volume that doesn't disturb others.
- 3. Dogs must not bark excessively or disturb neighbors.

## **Parking**

- 1. The Association is not liable for personal safety or vehicle damage in the garage or parking areas.
- 2. Parking spots are not deeded and may be reassigned by the Manager as needed.
- 3. Spots are assigned using the Board-approved process; Tenants have the same rights as Owners.
- 4. Parking is for standard vehicles only (e.g., sedans, SUVs, station wagons). No oversized trucks, RVs, boats, or trailers allowed. No commercial vehicles.
- 5. Only one car or one motorcycle (or two motorcycles) may be parked per spot.
- 6. Vehicles must park only in their assigned spot. Unauthorized parking is subject to towing at the owner's expense.
- 7. No washing of vehicles or auto repairs. No fluid disposal on-site or down public drains .
- 8. If someone parks in your spot, contact the Office during business hours. After hours you may contact Board Member.
- 9. Non-registered vehicles left over 10 days may be towed.
- 10. No stacking or piggyback parking near dumpsters.
- 11. Notify the Office preferably 7 days in advance if your assigned spot will be vacant.
- 12. No on-site electric vehicle charging is available. Nearby options include Marina Jack public parking.

## **Pest Control**

- 1. Common Areas are sprayed for pests every quarter by a professional service hired by the Association.
- 2. If a Unit Owner, Tenant, or Occupant discovers an infestation of pests in the Unit, the Office shall be notified immediately, in writing, preferably by email at: <a href="mailto:gulfstreamtowersmanager@gmail.com">gulfstreamtowersmanager@gmail.com</a>. The Association's pest control company will be dispatched at the Unit Owner's or Occupant's expense.
- 3. Infestation Report provided by the vendor.

## **Pets Policy**

1. Pet Limit

Each Unit Owner may have one (1) dog or one (1) cat, not exceeding 30 lbs. at maturity.

2. Pet Type & Restrictions

The Board may restrict certain breeds or types based on behavior or size.

3. Commercial Use Prohibited

Pets may not be kept for breeding or any commercial purpose.

#### 4. Leash & Transit Rules

Pets must be on a short leash and only travel directly between the Unit and main entrance.

Use the most direct route, including elevators. If another resident objects to a pet in the elevator, please wait for the next one. Pets are not permitted in other common areas.

## 5. Licensing, Vaccination & Insurance

All pets must be:

- 6. Vaccinated per local laws
- 7. Licensed, if required
- 8. Covered by liability insurance naming the pet's breed Proof must be submitted annually.

## 9. Clean-Up & Sanitation

Pet handlers must immediately clean and sanitize any accidents.

Use pet waste bags and dispose of them in outdoor dumpsters—never in indoor trash bins or chutes. Cleanup failures may result in charges.

## 10. Owner Responsibility

Owners, Tenants, and Occupants are responsible for all pet-related injuries, damage, or disturbances.

If a Tenant does not pay for damages, the Owner is liable. The Association is not responsible for pet incidents.

#### 11. Behavior & Nuisance

Pets must not disturb or threaten others. Verified incidents or repeated complaints may lead to enforcement.

#### 12. Board Enforcement

The Board may require removal of pets that cause harm, damage, or violate rules. Fines or other actions may apply.

## **Pool Usage**

- 1. **No Lifeguard on Duty**: Use of the pool is at the sole risk and responsibility of Unit Owners, Tenants, their Immediate Family Members, Guests, and Invitees.
- 2. **Pool Access**: Only as authorized by Unit Owners, their Tenants, Immediate Family Members, Guests, and Invitees and in compliance with the Rules.
- 3. Adult Supervision: Authorized users under 14 must be accompanied and always supervised by an adult (18+) AT ALL TIMES who is authorized by the Unit Owner or Tenant or Unit Authorized Occupant who is responsible for their safety, behavior, and compliance with Pool Usage Rules.

## 4. Health and Safety Requirements:

- a. Individuals in diapers, not toilet trained, or incontinent are prohibited from entering the pool.
- b. Air mattresses, floats, balls, and toys are not permitted, except flotation devices for young children learning to swim, under close adult supervision.
- 5. **Behavior Standards**: Loud noise, excessive splashing, running, roughhousing, foul language, or abusive behavior are not permitted.
- 6. **No Diving**: Diving into the pool is strictly prohibited.
- 7. **Pool Hours**: The pool is open from 7:00 a.m. to 9:00 p.m. It may close at any time for maintenance, including emergency or chemical treatments.
- 8. Glass Prohibited: No glass items (bottles, jars, glasses, etc.) are allowed in the pool or on the second-floor deck.
- 9. **No Animals**: Animals are not allowed on the second-floor deck.
- 10. Appropriate Swimwear: Only bathing suits are permitted in the pool; no shorts or cutoffs.
- 11. **Proper Attire in Building**: Cover-ups, shirts, and footwear must be worn when moving through the building. Take precautions to prevent wet floors.
- 12. No Smoking: Smoking is prohibited in the pool area and throughout all GST premises.

## Recycling

- 1. **Recycling Cart Locations**: Special blue-with-brown-lid or green-with-yellow-lid Sarasota City recycling carts are in the alley, next to alleyway parking spot 12 and undercover parking spot 27. Use these carts for recycling only.
- 2. **Commingled Recycling**: Sarasota City recycling is single stream; paper, cardboard, plastics (other than plastic bags), glass, and metals are placed together in the same recycling cart.
- 3. **Non-Recyclable Items**: Styrofoam and plastic bags are *not* recyclable at GST. These can be recycled at Publix or other specific locations in Sarasota (small items only; no large pieces).
- 4. **Laundry Room Bins**: Recycling bins in the laundry rooms are for small items only. Whenever possible, larger recyclables should be taken to the alley recycling carts.
- 5. **Cardboard Disposal**: Cardboard boxes must be broken down and folded to fit inside the recycling carts. Do not dispose of cardboard in trash chutes or the large trash dumpster near the Main Lobby.
- 6. Food-Delivery Boxes: Food-delivery boxes are typically not recyclable and should be discarded with regular trash.
- 7. **Container Preparation**: All recyclable containers (bottles, cans, etc.) must be washed or thoroughly rinsed before being placed in any recycling cart. Container tops should be reattached before disposal.
- 8. **More Information**: For further details on recycling, visit the City of Sarasota's website: sarasotafl.gov/government/city-manager/sustainability/recycling.

#### Renovations

- 1. **Work Hours**: Construction and remodeling work is only allowed Monday through Friday, from 8:00 a.m. to 4:30 p.m. Not permitted on weekends or holidays
- 2. Contractor Sign-In: All contractors must sign in and out daily at the Lobby Registry.
- 3. Elevator Weight Limit: The maximum load for elevators is 2,000 pounds. Loads should preferably be kept under this limit.
- 4. **Licensed Work**: Any work involving wall, ceiling, or floor penetration, plumbing, or wiring must be done by a licensed and insured contractor. Proof of insurance, specifications, plans, and required Sarasota County building permits must be submitted to the Board at least 30 days prior to starting work.
- 5. **Damage Deposit**: Before construction begins, the Unit Owner must submit a refundable \$500 check payable to "Gulfstream Towers Association." It will cover any construction-related damage.
- 6. **Deposit Refund**: If no damage occurs, and final inspection by Sarasota inspectors (if required) and GST Management is passed, the full deposit will be refunded.
- 7. **Fire Alarms**: If the Fire Department is dispatched due to work activities, the Unit Owner and Contractor are responsible for all related costs and fines.
- 8. **Professional Consultations**: Costs for any professional consultations the Board deems necessary regarding construction will be charged to the Unit Owner.
- 9. **Plumbing and Electrical Work**: Contractors must coordinate plumbing or electrical work with the GST Maintenance Engineer. Necessary city/county permits must be obtained, and if water risers need shutting off, at least seven days' notice must be given by email to the Manager.
- 10. **Hard-Surface Flooring**: New hard-surface floors MUST include soundproofing materials meeting GST standards. Flooring plans must be approved before installation.
- 11. **Dust Control**: During construction, Unit entrance doors must stay closed. Dusty work (plastering, floor sanding, demolition) requires plastic sheeting to seal doors and vents to protect other Units.
- 12. **Debris Removal**: Contractors must immediately remove all construction debris at their own expense. Association dumpsters may not be used. If a dumpster is needed, prior approval from the Manager is required, and placement is not guaranteed due to limited space.
- 13. **Clean-Up**: Contractors must clean up Common Areas daily. Failure will result in a \$50/hour cleanup charge, or the Association may hire outside services at the Unit Owner's expense.
- 14. Non-Compliance: Contractors who violate GST regulations will lose building access until issues are resolved.
- 15. **Owner Responsibility**: Unit Owners must ensure their contractors follow GST rules. Owners are liable for any damage to Common Elements or other Units, including legal and attorney fees.

- 16. **Right of Entry**: The Association reserves the right to inspect plumbing, electrical work, and other installations for code compliance or maintenance.
- 17. Parking: Contractors may only park on the property if assigned a space by the Manager in advance.
- 18. Washer/Dryers: Washers and dryers are not permitted inside Units.
- 19. Material Storage: Construction materials and equipment may not be stored in Common Areas.
- 20. **Elevator Protection**: Contractors must pad the elevators when transporting materials. Pads must be installed and removed daily as needed. Available in the first-floor cart storage room. Step ladder is also available in room.
- 21. **Renovation Timeline**: Renovations must be completed within 90 days unless a written extension is granted.

## Renting of Units

#### **Definitions & General Terms**

- "Leasing" and "Renting" are used interchangeably.
- A lease = any non-owner occupancy exceeding **30 days total/year**, even without a formal agreement.
- No short-term, hotel-style, or transient rentals permitted.

## 2. Leasing Cap & Waitlist

- Max 14 units (20%) may be leased at any time.
- Requests beyond this go on a Manager-maintained waitlist, prioritized as:
  - 1. 12-month leases
  - 2. 6–11 month leases
  - 3. 3–5 month leases
- Submit leasing requests to gulfstreamtowersmanager@gmail.com.
- Leasing may only proceed after receiving official Rental Notification from the Manager.

## 3. Lease Term Limits

- Minimum: 3 months
- **Maximum:** 12 months
- Only one lease per year per unit allowed.
- Renewals must be for 3–12 months, with Tenants in good standing.

#### 4. New Owner Waiting Period

- Owners must wait 2 years from title date before leasing.
- Exceptions:
  - Inheritance
  - Acquisition by the Association (e.g., foreclosure or deed in lieu)

#### 5. Lease Application & Approval

Once eligible, Owners have 30 days to submit:

- Lease application (available at gulfstreamtowers.org)
- \$150 non-refundable application fee
- Proposed lease agreement including:
  - Tenant agreement to all rules
  - Occupant registration (spouse/family)
  - Acknowledgment of occupancy limits:
    - o 1BR = 2 persons | 2BR = 4 persons
- Applicants must complete background checks and a Board interview
- Tenants will receive a written approval/denial

## 6. Criteria for Disapproval

## Applications may be denied if:

- Owner is **30+ days delinquent** on assessments
- Information is incomplete or falsified
- Applicants have a criminal record or prior violations
- Cap on leased units is already reached
- Rent may be redirected to the Association in delinquency cases

#### 7. Tenant Conduct & Enforcement

- Subleasing or lease assignments are strictly **prohibited**.
- Owners must provide Tenants with **GSTA rules and documents**.
- Owners are fully responsible for Tenant conduct, damages, fines, and legal costs.
- Tenants who violate rules may be evicted by the Association as agent for the Owner.
- A lien may be placed on the unit for recovery of legal/administrative fees.

#### 8. Lease Renewals

- Notify Manager 30 days in advance of any renewal.
- Same-Tenant renewals do **not** require new applications or fees.
- New Tenants go to **bottom of the Waitlist** and must follow full process.

## 9. Move-In / Move-Out Policy

- Must occur Monday–Friday, 8:30 AM–4:30 PM
- No moves allowed on weekends or after hours
- Applies to large deliveries as well

#### 10. Use of Common Elements

- During a lease term:
  - Owners forfeit all access to common areas (pool, clubroom, parking, etc.)
  - Owners are considered **Guests**, subject to Guest restrictions

## 11. Pet Policy for Tenants

- Tenants may have **one (1) pet** if:
  - Pet weighs ≤ 30 lbs
  - Pet is registered with the office
  - Pet complies with all GSTA pet rules
- Owners & Tenants are liable for all **pet-related damage or violations**

## 12. State Compliance & Taxes

- Rentals of 6 months or less are subject to a 7% Florida rental tax
- Leasing may affect Homestead exemption
- Failure to comply may result in back taxes, penalties, and fines

## Safety

- 1. Do not tamper with or disable smoke detectors, emergency lights, sprinklers, extinguishers, fire hoses, or life-safety systems.
- 2. Fire equipment (extinguishers/hoses) in Common Areas may only be used in emergencies. Any use must be reported to the Manager with details.
- 3. Each Unit should have an A/B/C fire extinguisher.
- 4. All Unit electrical work must follow code and, usually, be Permitted. Outlets must not be overloaded. Units have a maximum of 100 AMPs, and many have outdated wiring. Always confirm compatibility before adding new appliances.
- 5. Hazardous materials are prohibited except for standard household items. No firearms unless lawfully permitted.
- 6. Fire alarm pull stations and Emergency Stairwells are located at both ends of each floor.

- 7. Smoke alarms and announcers (speakers) are in each Unit. Owners are responsible for smoke alarms. The Association inspects announcers annually.
- 8. If the alarm sounds, do **not** use elevators. Exit using stairwells at either end of the building.
- 9. Tampering fire safety equipment results in a \$1,000 fine, plus any additional costs, damages, or legal liability.
- 10. Smoke alarms may be hardwired or battery-operated and are the Owner's responsibility.
- 11. Annunciators are maintained and tested by the Association annually.

#### Sales of Units

- 1. Florida Statute 718 requires sellers to provide buyers with the following documents available on the website:
  - Governing documents: Declaration, Articles, Bylaws, Rules & Regulations(available on the website)
  - Current annual budget and any special assessments
  - Most recent Year-end Financial Statement
  - Gulfstream Towers Milestone Inspection
  - Association's Structural Integrity Reserve Study (which must be conducted every 10 years)
  - A current Q&A sheet (available on the website)
- 2. Sellers must submit the following to the Manager at least 30 days before closing:
  - Completed application (available on the website)
  - \$150 non-refundable check payable to "Gulfstream Towers Association"
- 3. Open House Guidelines:
  - Notify the office one week in advance
  - No signs on building premises
  - Two realtors required (one in lobby, one in Unit)
  - All attendees must sign in and out
  - Open houses may be held from 10 AM to 4 PM, for a maximum of 3 hours
- 4. All debts and assessments must be paid before closing.
- 5. Allowing a buyer to move in without proper procedure results in fines.
- 6. Buyer(s) must sign an acknowledgement of receiving and reading all the required governing documents (form available on website).
- 7. No individual/entity may own more than two Units.
- 8. New Owners must wait two years before renting out a Unit, following the standard leasing process.
- 9. New Owners will be interviewed by two Board members. They will receive governing documents and a welcome packet during the meeting.

## Security

- 1. Entrance doors must never be left unlocked or propped open. If found open, immediately secure them and notify the Manager.
- 2. All delivery personnel, including food delivery, must be met at the entrance and escorted by a Unit Owner. They are not permitted access via the entry phone system.
- 3. For social events, Unit Owners must meet unfamiliar invites at the entrance and not grant access by callbox.

#### **Unit Fire Alarms**

- 1. Fire Alarms are 120V, hardwired, and are the Association's responsibility.
- 2. Unit smoke Alarms are not connected to the building's fire panel. Owner responsibility
- 3. Renovations may require relocating smoke alarms to meet the city code. This must be done by a licensed electrician at the Owner's expense.

## **Smoking**

- 1. Gulfstream Towers is a smoke-free building.
- 2. Smoking is prohibited in all Common Areas, including walkways, the second-floor lounge, lobby, parking garage, deck, and pool area.

#### Solicitation

Solicitation is strictly prohibited, including by Unit Owners on behalf of others. Report any solicitors to the Manager immediately.

#### **Storage Areas**

- 1. Each Unit is assigned one (1) designated storage area, marked with the Unit number.
- 2. Items must be stored only within the assigned space. Maintain minimum 24" of air space clearance to ceiling.
- 3. Storing items outside the designated areas, including bicycles, is not permitted.
- 4. No flammable materials may be stored anywhere.
- 5. The Association is not liable for damage or loss of stored items.
- 6. Unit Owners must supply their own lock.

#### Trash

- 1. Trash pickup is on Monday, Wednesday, and Friday. Trash chutes are located on each floor.
- 2. All trash must be securely bagged. Grocery/store and compostable bags must be double bagged.
- 3. Large or bulky items (boxes, rugs, brooms, etc.) must go directly to the ground floor dumpsters—do not use the chutes.
- 4. Items with strong odors (e.g., diapers, cat litter) must be sealed and brought directly to the dumpster.
- 5. Appliances, furniture, and construction debris must be removed at the Unit Owner's expense—do not leave these items in any common area or near the garbage area.
- 6. Flammable or hazardous items (e.g., paint, bleach, ammonia, pesticides) must be taken to the County Recycling Center.
- 7. For special disposal or bulk pickup, contact Sarasota Waste Management directly.
- 8. Moving boxes, wrapping paper, and other recyclable items must be placed in the Sarasota Recycling Carts available in the GST parking garage. The moving and appliance boxes must be broken down, folded to a size compatible with the size of the Recycling Carts.

#### Water Leaks

- 1. Leaks or blockages in piping that serves only one Unit are the responsibility of that Unit Owner.
- 2. If a Unit is affected by a blockage in a shared drainage stack and the issue is not due to misuse by that Unit, the Association will handle repairs and costs.
- 3. The Unit Owner and/or the Unit's Insurance will be responsible for the cost of any damaged repairs of the Unit's interior and contents.

#### Windows

- 1. All exterior windows are Association property. Any replacement or modification requires prior written Board approval and must meet Association specifications and building codes.
- 2. No posters, signs, or advertisements may be displayed in windows.
- 3. Window coverings must be beige or white on the exterior-facing side. Newspaper or magazine coverings are not allowed.
- 4. All window frames and glass must be hurricane-rated.
- 5. Unit owners are responsible for ensuring opening and closing windows, door window, and lubricating the struts.

#### Additional Information

## Purpose, Enforcement & Responsibilities

- The purpose of these Rules is to supplement and implement the Association's governing documents.
- The Rules are enforced under the authority granted to the Board in the Declaration and Bylaws.
- "Unit Owner" includes Tenants, Immediate Family Members, Guests, and Invitees.
- Unit Owners are responsible for ensuring that all authorized occupants comply with the Rules and governing documents.
- The Board and Management is responsible for ensuring compliance and protecting the rights of all residents.

#### Documents and Forms Available on Website

- 1. Buyer's Information included in Sales packet.
- 2. Fitness Center Waiver
- 3. Kitchen Reservation Form
- 4. Leaving Checklist Form
- 5. Renovation Guidelines, Renovation Form & Contractor Agreement
- 6. Question and Answer Sheet

## **Legal Terms**

The following terms are used throughout these Rules & Regulations:

- Association Documents ("Documents"): Refers to the Amended and Restated Declaration of Condominium, Bylaws, and Articles of Incorporation of the GST Association.
- Contractor/Subcontractor: Individuals hired by a Unit Owner to perform and oversee remodeling or maintenance work within a Unit.
- **Domestic Partner**: A long-term, exclusive partner living with the Unit Owner and financially interdependent. Not recognized by Florida as equal to a legal spouse unless married after 1968.**Guest**: A temporary visitor staying overnight in a Unit (not exceeding 30 calendar days per year) without compensation. Guests must be registered with the GST Association Office.
- Immediate Family Member: A Unit Owner or Tenant's spouse, domestic partner, children, or their respective children. Must be registered with the Association Office.
- Invitee: Anyone permitted temporary entry for business or service purposes by a Unit Owner or Tenant. Invitees must sign in and out at the lobby Guest Registry.
- Occupant: A person staying in a Unit for two or more consecutive days or overnight. Must be registered with the Association Office.
- **Tenant (Lessee)**: A person or entity renting a Unit under a lease agreement. All leases and tenants must be reviewed and approved by the Board through the Manager.

## **Enforcement of Rules & Regulations**

In accordance with Florida Statutes Chapter 718 and the Association's governing documents, the Board may assess fines or suspend rights in cases of rule violations. The enforcement process includes:

- **Fines Committee**: Comprised of three non-Board Unit Owners. This committee determines whether to uphold a proposed fine or suspension.
- Infraction Report: Violations must be reported in writing, signed, dated, and submitted to the Manager or Board. Reporters should be prepared to testify if needed.

#### A. Infraction Notice Procedure:

- o Warning Letter: Issued by Management detailing the violation and potential consequences.
- Violation Notice: Sent if the issue is unresolved, repeated, or a Class 1 Violation. May also be referred to legal counsel.
- Fines Committee Hearing Process

## If the Unit Owner or Alleged Violator Does Not Attend:

- The Fines Committee will review the evidence submitted by the Board and make a decision based on the report and supporting documentation.
- The Board and Unit Owner will be notified of the Committee's decision in writing.
- If a majority of the Committee determines that no fine or suspension is warranted, the Board may not impose any penalties.

If the majority agrees that a violation occurs and warrants penalties, the Board may proceed with a fine and/or suspension of rights.

- o ii. If the Unit Owner or Alleged Violator Attends:
- The Committee will hear statements, evidence, and witness testimony from both the complainant and the alleged violator, including rebuttals.
- After reviewing all the testimony and evidence, the Committee will decide.
- If the majority does not agree that a violation occurred, no penalty may be imposed.
- o If the majority agrees, the Board may impose a fine and/or suspension of rights.

## B. Board's Role in Assessing Fines or Suspensions

- Following the Fines Committee's process, if the alleged violation is upheld, the Board may—by a majority vote at an Open Meeting—impose:
- Fines
- Reasonable legal fees
- Repair or damage costs

- Suspension of rights, except for those protected under Florida Statutes §718.303(4)
- Any Board member involved in the complaint or violation must abstain from voting or participating in the decision.

#### C. Notification Letter

- o The Association will issue a formal letter to the Unit Owner outlining:
  - 1. The Fines Committee's decision
  - 2. Any fines, fees, or repair costs imposed by the Board

## D. Payment Assessment

- o The Unit Owner must pay the assessed amount within 30 calendar days of receiving the letter.
- If unpaid, the Board may initiate collection procedures, and all related costs will be the responsibility of the Unit Owner.
- Board Action: If the Committee upholds the violation, the Board may assess fines, legal fees, and costs at an Open Meeting. Involved Board Members must abstain from voting.
- o **Final Notice**: A letter is sent detailing the Committee's and Board's decisions, including any assessed amounts.
- o **Payment Deadline**: Fines must be paid within 30 days. Unpaid fines may be sent to collections, with all related costs charged to the Unit Owner.

**Note**: Unit Owners are responsible for the conduct of their Tenants, Immediate Family Members, Guests, and Invitees. **Fine Schedule** 

Class 1 Violations (\$250-\$1,000)

Examples: Vandalism, unsafe construction, or endangerment to others.

Class 2 Violations (\$100-\$500)

Examples: Noise disturbances, misuse of common property, littering.

Class 3 Violations (\$0-\$250)

Examples: Minor rule violations such as parking or bicycle issues.

## Owner Responsibilities & Some Occupant Responsibilities

- Maintain personal property insurance and pay applicable taxes.
- Provide the Association with up-to-date contact information (address, email, phone numbers).
- Submit a signed disclaimer for inclusion in the Unit Owner Directory.
- Keep the Unit in good condition, including all fixtures and systems.
- Hot Water Heaters: Must be replaced every 8 years, drained and inspected annually after six years old. Proof of replacement must be submitted to the Manager.
- Arrange for regular inspections during extended absences to monitor plumbing, wiring, air-conditioning, and drains. The inspector's contact information must be given to the Manager.
- Turn off water at kitchen and bathroom shut-off valves and electricity (except for refrigerator and A/C) during absences longer than 5 days.
- Provide the Manager with a Unit key or entry code for emergency and maintenance access.
- Electricity and cable service are the Unit Owner's responsibility.