

**THE CASUARINA CLUB OWNERS  
ASSOCIATION, INC.  
1101 South Miramar Avenue  
Indialantic, Florida 32903**

**RULES AND REGULATIONS**

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## **RULES AND REGULATIONS CASUARINA CLUB OWNERS ASSOCIATION**

Pursuant to Article VII of the Bylaws, the following Rules and Regulations have been adopted by the Board of Directors of the Association. All unit owners, their tenants and guests shall at all times obey these Rules and Regulations and shall make their best efforts to see that they are faithfully observed by their families, friends, guests, lessees, and persons over whom they exercise control and supervision. It is only through the fullest cooperation of every homeowner, guest and tenant, exercising the strictest adherence to these rules, that it will be possible for all of us to be assured of the pleasant and relaxing living environment which we seek and to which we are entitled.

The Board may adopt additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

### **ALTERATIONS TO UNIT EXTERIOR:**

1. Unit owners are specifically cautioned that any structural change to the exterior of a unit is subject to approval by the Board and the Membership.
2. Except for an emergency, all construction/repairs shall be confined to the hours between 8 AM and 7 PM.
3. Moving the east facing sliders, to either enclose the balcony or change its size, requires Membership approval.
4. Balconies may be screened; however, the type of screening and the manner of installation must be approved by the Board and may also require Membership approval where exterior appearance is affected.
5. Permanently attached coverings or tiles are prohibited on balcony floors. Tiles can lead to water damage to balcony surface and attached coverings interfere with periodic structural maintenance. Any such coverings already installed as of 01/28/14 are "grandfathered in" for approval, but replacement of these must conform to the rules specified above.
6. Nothing other than seasonal decorations may be hung on or from balcony railings.
7. No awnings shall be attached to or hung on the outside wall of the building.
8. Unit front entry doors must be white in color. The Association will paint front entry doors provided they are simple, flat-surface without architectural detail, similar to the original condo doors; painting of specialty doors is the responsibility of the unit owner.
9. Maintenance and replacement of all unit doors, including unit entry and storage closet, and all windows and sliders are the responsibility of the unit owner.

**ALTERATIONS TO UNIT INTERIOR:**

1. Unit owners may not make any structural changes within their units or associated limited common elements without the prior written approval of the Board. Any change involving opening a unit’s wall constitutes a structural change. Where alterations involve the removal from, or delivery to, the unit of heavy or bulky objects, the provisions of Rule MOVING IN & OUT AND DELIVERIES apply.
2. Unit owners proposing any such additions are responsible for obtaining any required permits from appropriate governmental agencies.
3. The unit owner is responsible for any damage to pipes or wires within the walls or to the building resulting from mounting anything on the walls, or installing and/or changing any wiring or pipes within the walls. This includes, but is not limited to, picture hooks, cabinets, shelving, wiring for cable TV/internet, electronic devices, lighting and ceiling fans. All electrical and plumbing work must be done by licensed contractors.
4. No drilling into ceiling of unit without prior Board approval. Concrete slabs contain tension cables that can be damaged.
5. Except for an emergency, all construction/repairs shall be confined to the hours between 8 AM and 7 PM.
6. Board approval is, or is not, REQUIRED for certain unit alterations. See the explanation and chart below.

These guidelines outline what work requires an owner to complete and submit a “Unit-Work Form” to the Board & Property Manager. Not all scenarios may be included, so here is the rule of thumb to follow. **When in doubt, fill it out.** Submit completed “Unit-Work Form(s)” to the Property Manager and CCOA Board at least 3 days prior to the start of any unit work. Acceptable work hours are **8am-7pm Monday-Friday, and 8am-5pm on Saturday.** This form serves multiple purposes, including:

- Frequently unit-work causes noise, temporarily blocks garage access, or common areas are affected. Therefore, by the unit owner timely submitting the “Unit-Work Form”, the Board & Property Manager can inform residents in advance of when & how long to expect disruption.
- Often work requires a licensed and insured vendor, and our property management company verifies the needed requirements every time a vendor is used.
- The unit owner is responsible for ensuring common areas are left clean and undamaged each day, including the elevator. As such, the Board & Property Manager need to know about unit maintenance should questions or situations arise from the work.

<b>CATEGORY</b>	<b>WORK</b>	<b>FORM NEEDED</b>
<b><u>A/C</u></b>		
<i>Must be licensed &amp; insured</i>	Replace compressor or air handler	yes
<i>Must be licensed &amp; insured</i>	Repair or regular maintenance	no
<b><u>Electrical</u></b>		
<i>Must be licensed &amp; insured</i>	Add/replace electrical box (including for fans)	yes
	Repair/replace existing fan, light fixture or outlet	no
<i>Must be licensed &amp; insured</i>	Installing hot water tank, that requires electrical change	yes
<b><u>Plumbing</u></b>		
<i>Must be licensed &amp; insured</i>	Installing hot water tank	no

	Leaky faucet, sink or toilet	no
	Installing toilet	yes
	Installing refrigerator or ice machine	no
<i>Condo responsibility</i>	Repairing leaky pipes inside a wall or ceiling	no
<b><u>Remodel/Renovation</u></b>		
<i>Must be licensed &amp; insured</i>	<b>All</b> renovations to kitchen, bathroom, bedroom, living area	yes
<i>Must be licensed &amp; insured</i>	Installing window or sliders	yes
	Installing flooring or carpet	yes
	Painting (when paint contractor is hired)	yes
	Removal of popcorn ceiling	yes
	Dry wall	yes
<i>Must be licensed &amp; insured</i>	Installing balcony railings or screening	yes
	Repairing balcony screening	no
<i>Must be licensed &amp; insured</i>	Installing or repairing hurricane shutters	yes
<b><u>Miscellaneous</u></b>		
	Professional floor/carpet cleaning (like steam cleaning)	yes
	Running/rerouting cable wire through walls	yes
	<b>All</b> deliveries, for example dishwasher, washer/dryer, furniture, etc. <i>(note: while a “unit-work form” is not needed, it is the unit owners responsibility to make sure_ elevator pads are put up and taken down – and that the Board has been informed of the delivery)</i>	no

### **BARBECUES/OUTDOOR GRILLS:**

1. Only UL rated electric grills, ranges, or similar electrical devices – in conjunction with GFCI outlets – shall be permitted **ONLY** on unit Oceanside balconies and on unit Oceanside ground floor patios.
2. LP gas-fired grills shall be permitted **ONLY** on unit Oceanside ground floor patios but **ONLY** if they are placed 10 feet or more from the building structure.
3. NO charcoal grills, hibachis, smokers, coal or wood burning stoves shall be used or kindled anywhere on the premises.
4. Two LP gas-fired grills, one on the 2<sup>nd</sup> floor landing and a second at the pool, have been provided for the use of the owners, their renters and guests. Please clean and cover the grill and utensils after use.

### **CHILDREN:**

1. Children shall not be permitted to loiter or play in the corridors, lobby, parking areas, driveway, or the roof, nor unnecessarily ride up and down in the elevator.
2. Children should be cautioned on the proper use of the facilities.
3. Compliance with the Rules is the responsibility of the parents or residents with whom the children are staying but the owner of the unit shall remain primarily liable for any infraction of the Rules.
4. Children under the age of 12 are not allowed to use the pool or pool area unless accompanied by owner, lessee, or responsible adult guest.

### **ELEVATOR:**

1. No signs shall be posted in the elevator except as authorized by the Board or Property Manager.
2. NO SMOKING is permitted in the elevator (Florida State Law).
3. In case of fire, do **not** use the elevator.
4. Notify the Management at least 72 hours in advance of moving in or out large pieces of furniture or appliances so that the pads may be installed to protect the inside of the elevator.

#### **EMPLOYEES OF ASSOCIATION:**

1. Association employees have been hired for the specific purpose of performing duties in the Association common areas and are not authorized to perform tasks inside residents' units or at the direction of individual residents. Requests by residents for after-duty-hour employment of Association employees must be made through the Board or Management.
2. Complaints regarding the services of Association employees shall be made in writing to the Board.
3. Employees of the Association shall not be sent out of the building by any unit owner at any time for any purpose. No unit owner, resident or guest shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

#### **ENFORCEMENT: COMPLAINTS, VIOLATIONS AND PENALTIES:**

1. All suggestions or complaints concerning the operation of the Condominium must be made in writing to the Board. There is an Association mailbox in the lobby.
2. Upon receipt of a written complaint that a violation of these Rules or other Condo Governing Documents has occurred, the Association will conduct an investigation of said complaint. If such investigation discloses that a violation appears to have occurred, a violation notice will be delivered to the unit owner involved and to the alleged violator, if other than the owner. The notice will include details about an enforcement hearing where the accused will be given the opportunity to present additional facts. If after further proceedings, the Association finds that a violation has occurred, the Board may impose sanctions as provided by the Bylaws and Florida law.
3. Florida condominium law provides that actions for damages or injunctive relief may be brought for failure to comply with condominium documents. The Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, Bylaws, or Rules. Fines may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, up to \$100 per violation, or \$1000 in the aggregate.

## **EXTERIOR OF BUILDING:**

1. No resident shall install any antenna, wiring or aerial, on the common areas, including the roof or exterior walls. Any installation in violation of this Rule is subject to removal without notice and at the expense of the unit owner for whose benefit the installation was made.
2. Nothing shall be swept, poured, tossed or shaken off from the balconies or windows.
3. No clothing, laundry, towels, bedding, rugs or similar items may be aired or dried on balconies or walkways.
4. No resident of the Condominium, nor any employee, agent, houseguest, or visitor shall be permitted to alter any of the common areas of the Condominium without prior Board approval. This includes, but is not limited to, exterior walls, parking areas, walkways, fences, plants, shrubbery, grassed areas, planters, or any other portion or part of the common area. Additionally, no owner or resident shall decorate or furnish the common elements of the Condominium without prior Board approval.
5. The sidewalks, entrances, halls, corridors, walkways, garages, elevator, lobby, parking areas and stairways of the apartment buildings shall not be obstructed or used for any other purpose than access to and egress from apartment units.
6. Only persons authorized by the Board or Management shall access the roof or building power or utility spaces. Professional AC service contractors are specifically authorized to access the roof in connection with servicing an individual unit's AC equipment.
7. Any person found to have caused any alteration or damage to any of the common or limited common elements will be charged with the cost of having it repaired and returned to its original condition.

## **FIRE AND SAFETY:**

1. Fire exits shall not be obstructed in any manner and the common elements shall be kept free and clear of rubbish, debris and other unsightly material.
2. Never enter an elevator during a fire emergency.
3. Be sure that all occupants of your apartment know what to do in case of a fire or other emergency. In the event of a fire, once you are out of the building, stay OUT.
4. No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, garage or storage area except those that are required for normal household use. Nothing shall be done or kept in any unit or in the common elements or limited common elements that will increase the rate of insurance for the condominium property or any part thereof or cause the cancellation of insurance on the condominium property.

## **GUESTS:**

1. It is the responsibility of unit owners to acquaint their tenants, guests, visitors and domestic employees with these Rules. The OWNER shall make available to any such persons a copy of these Rules and impress upon them the importance of compliance with them.
2. Unit owners are primarily liable for any infraction of these Rules by their guests, lessees, tenants, or agents. Unit owners shall notify the Board or Management in advance of the proposed occupancy of a unit by any guest permitted to use the unit in the owner's absence. The following

information should be included: (a) a brief description of who will be staying in the unit (at minimum, the name of at least one responsible adult and the number of adults, children and pets); (b) the expected days of occupancy; and (c) identifying information about the guest vehicle that will be parked on the premises.

3. If an owner expects a tenant or guest in his absence, he must provide keys to both the apartment and the building to that guest/tenant.

### **KEYS:**

1. The Association is granted, by Florida law and the Condominium's Declaration, the irrevocable right of access to each individual unit at reasonable times for the purposes of maintenance, inspection, repair, or replacement of common elements or any portion of the unit for which the Association is responsible. In addition, the Association has the right of access to units to take any actions necessary in an emergency situation.
2. To implement the right of access, unit owners are required to provide a set of Keys to their units to the Board. Upon any change to a unit's lock, the unit owner must provide a new Key to the Board within seventy-two (72) hours. A unit owner who fails to comply with this requirement will be fully responsible for any damage incurred should the Board have to access that unit without a Key.
3. Upon purchase of a unit, the new owner is responsible for assuring that the Board has a current set of keys.
4. Unit Keys will be kept locked in the condominium's office and, to the extent practicable, will be used only in the presence of two persons.

### **LOBBY AREA:**

1. The lobby is for the use and enjoyment of all residents and their guests.
2. **NO SMOKING** is permitted in the lobby (consistent with Florida's *Clean Indoor Air Act of 2002*).
3. The unit Owner is responsible for any damage caused by him, his guests, tenants, or agents to the lobby and pool area and its furnishing.
4. It is the responsibility of persons using the lobby to leave it clean and in an orderly condition.
5. No furniture will be removed from the lobby area for any reason.

### **MAINTENANCE FEES AND ASSESSMENTS:**

1. Payments of assessments shall ideally be paid to the address identified by the Property Management Company. As an alternative, if necessary, payments can be either mailed to the Casuarina Club Owners Association, Inc., 1101 S. Miramar Avenue, Indialantic, FL 32903, or placed in the Association mailbox in the lobby.
2. Payments in the form of checks shall be made to the order of the "Casuarina Club Owners Association" or "CCOA".
3. Payments of regular maintenance fees are due on the first day of the applicable month. Failure to make payment by the tenth of the month will result in a fine of ten dollars (\$10.00) plus interest of 18% per annum for each day thereafter. Further failure to pay constitutes cause for legal action



per Association Bylaws Articles VII and XI.

### **MOVING IN & OUT AND DELIVERIES:**

1. Scheduling – Moves and deliveries are accomplished through the front entrance. As there is only one elevator, moves and deliveries need to be scheduled at least seventy-two (72) hours in advance by both the Property Manager and the CCOA Board. This will help avoid conflicts, as the elevator needs to be shared with other residents during moves. The unit owner is responsible for installing and then removing the elevator protective pads. Elevator doors **shall not be blocked open**.
2. Move In/Out & Delivery Hours – Moves and deliveries shall be conducted between the hours of 8 AM and 7 PM. Be considerate of the other residents.
3. With prior permission of the Board or Management, temporary moving containers – such as PODS and similar – shall be placed in the South parking lot, away from the building, for a maximum of seven (7) days. Contact information for a responsible party must be provided to the Board and Management.

### **NOISE:**

1. No resident or guest shall make any disturbing noise in the building or on the premises nor permit anything to be done to interfere with the rights, comfort or convenience of other residents. Noise of all kinds shall be kept low enough so as not to disturb neighbors. As noise travels at night, QUIET TIME is established for Sunday thru Thursday except holidays as 10 PM to 8 AM; and for Friday, Saturday and holidays as 11 PM to 8 AM.
2. No unit owner shall conduct vocal or instrumental instruction at any time.

### **PARKING AND VEHICLES ON CONDOMINIUM PROPERTY:**

1. Within the garages, all residents must use **only** their assigned parking space(s) unless specific other arrangement has been made between unit owners. A second car may be parked in either the north or south parking lots. No vehicle may park on the lawns.
2. Visitor parking in the garage is not permitted. Visitors must park in spaces provided in the north or south parking lots.
3. No parking areas or spaces shall be used for any purpose other than for parking of a conventional passenger car, motorcycle or moped. No boats, boat trailers, large buses, motor homes, pull-type campers or trailer shall be parked overnight in either covered or uncovered, assigned or unassigned parking spaces or in any other place on the Condominium property without prior approval of the Board.
4. No vehicle that cannot operate on its own power, except bicycles, shall remain on Condo premises.
5. An apartment owner may not lease or assign his parking space to a non-Resident.
6. In your assigned garage space, you may store some items in front of your car, such as bicycles, beach chairs, surfboards, fishing gear, etc. We must maintain clutter free space for backing up our cars when we exit the garages. PLEASE USE GOOD SENSE IN WHAT YOU STORE. Items that might be considered a fire hazard could invalidate our insurance.

7. When a vehicle is to be left unattended for more than two (2) weeks, it must be parked either in the unit owner's assigned garage space or AWAY from the building in the south parking lot.
8. Junk or derelict vehicles may not be parked on condominium property, including the garages. A vehicle shall be deemed to be derelict if it is missing any necessary parts, such as, but not limited to, tires, wheels, engine etc., that are necessary for operation of the vehicle on public streets. A vehicle shall also be classified as a derelict vehicle if it does not have a current state license plate. Such vehicles are subject to towing at the owner's expense.
9. The Association does not presently provide for the charging of electric or hybrid vehicles. Any unit owner or resident desiring such service must seek prior approval from the Board and, where required, the Membership, by submitting a detailed proposal to the Board. Any expense to upgrade electric service and outlets or install a charging station would be the responsibility of the applicant.

### **PETS:**

1. All dogs must be registered with the Board.
2. Residents and guests who keep or maintain any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association, Board, and other residents free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium property.
3. Residents may keep up to two (2) domestic pets per unit with this maximum consisting of one dog and one cat. Other pets are subject to prior Board approval.
4. All pets must either be carried or on a **tight** leash in the interior lobby area of the building and while on the elevator.
5. Pets shall be on a leash at all times when on the grounds of the Casuarina Club.
6. Any dog that attacks another dog or a human while on the Casuarina Club property will be required to wear a muzzle when on the common or limited common areas of the condominium. The dog's behavior will be reviewed regularly by the Board to determine if the muzzle is still necessary or if further action needs to be taken. During the probationary time, the dog will use the stairs only and not be allowed to use the elevator.
7. No dog legally declared "a dangerous dog" by a government authority may be kept on Condominium property.
8. Pets will not be permitted in, on, or about the pool deck or area (Florida Health Department Rules). This does not apply to handicap assistance pets, which can enter the pool area only with their owner.
9. Damage by Pets: Should damage be traceable to an individual pet owner, that owner shall be assessed the costs of repair at the sole discretion of the Board.
10. If pets are walked on the grounds or common areas, owners ARE RESPONSIBLE for picking up after them.
11. No pet shall be allowed to become a nuisance or create an unreasonable disturbance. Any pet that makes noise continuously for 10 minutes or more to the disturbance of any resident at any time of day or night shall be deemed to be a nuisance.

## **POOL AND DECK AREAS:**

1. There shall be permitted a maximum number of fifteen (15) persons in the pool at any given time. (Brevard County Health Department Ordinance)
2. All children who are not toilet trained and any other persons who are incontinent, may not use the pool unless they are wearing leak-proof protective diapers and waterproof swimwear
3. Footwear is required going to the pool or when leaving the area to enter the building. Persons leaving the pool through the lobby must dry themselves before entering. Persons in wet attire shall not loiter in the lobby or use the lobby furniture.
4. POOL HOURS shall be from 7:00 AM until 11:00 PM on weekends. The SECOND FLOOR LANDING is available until 10:00 PM on weeknights and 11:00 PM on weekends
5. All persons using the pool shall do so at their own risk.
6. All children under twelve (12) years of age must be accompanied by an adult while on the pool deck or in the pool.
7. No diving, running, rough housing, dangerous activity, excessive noise, athletic contests, or organized games, use of large toys, use of wading pools, use of boats, surf boards or any other offensive actions shall be permitted in or around the pool. Under Florida law, jumping feet first into a pool is considered diving.
8. Radios, iPods or similar devices may be used on the deck area if the sound is kept at a level that is not objectionable to others.
9. No person shall be allowed to enter into, use or remain in the pool area unless they are an actual resident of a unit in the Condo or guest of a resident of the Condo.
10. No person shall use any suntan lotion, skin cream or other substances in such a fashion so as to stain, mar or otherwise damage the pool deck, any of its equipment, furniture or the pool filtering equipment. Residents are responsible for their guests.
11. Each person using the pool, its surrounding area or the second floor landing shall be personally responsible for maintaining the cleanliness of those areas and shall see to the proper disposition of all waste, trash or other refuse.
12. Chaises or chairs in the pool area cannot be reserved and no furniture shall be removed for any reason. Only one person per chair or chaise at a time.
13. ABSOLUTELY NO GLASS OF ANY KIND ALLOWED IN THE POOL AREA. This is a Brevard County Health Department Ordinance.
14. Persons with contagious or infectious health conditions such as colds, ear fungus or skin disease or with bandages or open skin abrasions are not permitted in the pool.
15. Pet will not be permitted in, on, or about the pool deck or area (Florida Health Department Rules) except in the case of a service assistance animal with their owner.
16. WHEN RETURNING FROM THE BEACH, tar must be removed from your feet or footwear prior to entering the building or pool area. (A spray bottle with solvent is provided for this purpose by the shower near the beachside entrance.) When returning from the beach, sand must also be removed (shower/hose near beachside entrance or hose in south parking lot) before entering the pool or building. Do NOT use the restroom for this purpose.
17. No person shall enter the pool's pump house or attempt to operate any of the pool equipment without permission of the Condo's maintenance personnel; nor shall any person do any action that

might impair the pool or its equipment.

18. Close and secure umbrella before leaving pool area to avoid damage from wind.
19. Pool rules are posted in the pool area and MUST be obeyed. THOSE RULES ARE NOT EXCLUSIVE OF THE RULES LISTED HERE.
20. In addition to the other remedies for the enforcement of these Rules and Regulations that the Association has been granted, the Association may suspend a person's right to utilize the pool for up to thirty (30) days for each violation.

### **RENTALS:**

1. No unit owner shall lease or otherwise rent any unit for an initial term of less than three (3) months. If a unit is leased and the tenant vacates the unit prior to three (3) months from the date of the tenant's initial occupancy, the unit may not be occupied by another tenant or lessee before the expiration of three (3) months from the date of the initial occupancy.
2. All lessees must be on the primary lease.
3. It is the RESPONSIBILITY OF THE UNIT OWNER to give to his/her lessees or tenants a copy of these Rules and Regulations and to impress upon them the importance of compliance with the Rules.
4. It is the RESPONSIBILITY OF THE UNIT OWNER to submit a completed copy of CCOA's "Rental Tenant Information" form to a member of the Board prior to the intended move-in date of the lessee

### **SALES:**

1. The prospective buyer of a unit is entitled by law to receive, at the seller's expense, copies of the Declaration of Condominium and its exhibits (including the Articles of Incorporation and the Bylaws); it is also the seller's responsibility to provide a copy of CCOA's Rules and Regulations.
2. The seller is responsible for providing a copy of CCOA's "New Owner – General Information" form to the buyer of a unit. The new owner must complete the form and submit it to a CCOA Board member before occupying the unit.

### **SECURITY:**

1. Security is the responsibility of ALL Condominium occupants.
2. All exterior common area doors must be secured at all times.
3. No resident, guest, invitee, or repairman shall at any time of the day or night leave open any exterior door to permit reentry into the building. Any such action would seriously endanger the security of the entire building and all residents. These doors may be propped open for short periods to allow movement of materials in and out of the building; however, entry must be supervised.
4. No solicitors of any kind shall be permitted in the building.
5. Any suspicious person or unusual incident must be reported immediately to the police.

### **SERVICES AND HELPFUL INFORMATION:**

1. Grocery carts are provided for the convenience of residents for moving and shopping. Two carts are stored in each garage. After use, carts are to be returned within one-half hour to the storage area in the garage from where they came.
2. A hose for car washing and a power outlet for vacuuming are available in the south parking lot.

### **SIGNS:**

1. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium unit, limited common elements, or Condominium property by any unit owner or occupant or agent acting on their behalf. The foregoing includes signs within a unit which are visible from outside the unit, and the foregoing includes posters, advertisements, or circulars upon the condominium property, including common elements, limited common elements, and distributing advertisements or circulars to units within the Condominium.
2. Real Estate OPEN HOUSE signs may only be displayed during the time of the open house.

### **STORAGE:**

1. The personal property of all unit owners shall be stored only within their condominium unit or in assigned storage space except as provided in the Parking and Vehicles on Condominium Property section.
2. Any such property is stored at the risk of the apartment owner or tenant.

### **STORM SHUTTERS:**

1. Storm shutters must meet the standards of the South Florida Building Code for hurricane protection and the uniform appearance requirements of the Casuarina Club Condominium Association.
2. The following types of storm shutters will be approved for the three different types of unit windows at the Casuarina: (a) accordion or roll down shutters on the East side balconies or sliding glass doors; (b) accordion shutters, or corrugated hurricane panels on the West side windows above the access walkways; and (c) accordion, corrugated or roll down shutters on the North and South side windows and on the remaining West side windows in the corner and end units (the 06, 01 and 10 stacks). Any other types of proposed shutters must be approved in writing by the Board. Accordion and Rolldown shutters must be white or off-white in color.
3. All shutters must be clear, white or off-white in color.
4. Any other storm shutters already installed as of 01/28/14 are “grandfathered in” for approval, but replacement of these must conform to the rules specified above.

### **TRASH:**

1. Any garbage dropped down the trash chute must be in a tightly secured plastic bag.

2. Be sure that whatever you deposit in the trash chute is of a size that will fall freely down the chute.
3. Break down and flatten all cartons and boxes.
4. Small to medium boxes may be left in the upper floor trash closets for recycling. Larger boxes (flattened, of course) and anything that will not fit down the trash chute must be taken to the first floor and either placed in the dumpster or recycle bins, as appropriate.
5. Under no circumstances should lighted cigarette or cigar butts or live ashes be thrown down the chute. Any such action would constitute a very serious fire hazard to all occupants of the building.
6. Out of consideration for residents who live near the trash rooms, **THE TRASH CHUTE MAY NOT BE USED BETWEEN THE HOURS OF 10:00 PM and 7:00 AM.**
7. No solid waste or other debris from any unit is to be left on corridor floors, stairways, walkways or any other public area.
8. Please, keep the trash closets and chute areas on each floor neat and clean.
9. For rodent control, please **CLOSE** the dumpster trash room door after accessing the trash room.
10. No person, resident, guest, employee, or other member of the household in or on Condominium property shall be permitted to dispose of waste, refuse, trash, litter, or the like except in designated trash containers. **THIS INCLUDES EMPTY POP and/or BEER CONTAINERS, CIGARETTE BUTTS, PET DROPPINGS, and CANDY WRAPPERS.**
11. Please follow instructions for **RECYCLING**, which are posted in the trash closet on each floor. Plastic, metal, glass and paper may be comingled when recycling.

**UNIT UNOCCUPIED OR OWNER/TENANT ABSENT:**

1. When leaving the building for a lengthy absence and/or a hurricane alert, close any storm shutters or completely clear your exposed balcony of all movable objects. This is an important safety measure in the event of high winds.
2. All resident owners who plan to be absent from their residence for a period of two weeks or longer should furnish the Board of Directors with the name of a responsible firm or individual who can be notified to take immediate steps in the event said residence should suffer hurricane or other damage.
3. Anytime a unit will be vacant for three (3) days or more, the unit's water must be turned OFF at the main unit shutoff valve. When pipes and hoses fail in the building they tend to fail quickly. Additionally, remember to also turn OFF any ice makers, and the power to the hot water heater. Finally, upon return, remember to turn on a faucet prior to turning the water back on.
4. Unit owners are cautioned that mold may develop in an unoccupied unit unless AC or dehumidifier function is maintained.

**WAIVER OF RIGHTS:**

1. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of Florida condominium law, the Condo Governing Documents, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their rights to do so thereafter.

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The afore-stated Rules and Regulations of the Casuarina Club Owners Association, Inc. were adopted by the officers and Directors of the Casuarina Club Owners Association, Inc. at a regularly scheduled and called meeting of the Board of Directors on July 9, 1980, and revised in November, 1999, November 2004, July, 2005, January, 2006, September, 2006, February, 2009 and November, 2015.