

**Shore Mariner Condominium
Association, Inc.
18304 Gulf Boulevard
Redington Shores, Florida 33708**

Rules and Regulations

**Supersedes All Other Rules and Regulations
and
Supplements the Declaration of Condominium,
The Bylaws and All Amendments Thereto**

**As Approved by the Board of Directors
September 21, 2023**

INTRODUCTION

The Shore Mariner is an over-55 residential condominium containing 121 apartment units with recreational facilities, including a sauna, pool, Jacuzzi, patio area with gas grills, and exercise and recreational rooms.

Members of the Shore Mariner Condominium Association elect the Board of Directors to assure proper administration and enforcement of the Articles of Incorporation, the Declaration of Condominium, the Bylaws, and the Rules and Regulations.

The Rules and Regulations published herein are approved by the Board of Directors and are enforced for the sole purpose of providing a safe, lawful and tranquil environment for all the occupants and guests of Shore Mariner.

It is important that all occupants familiarize themselves with these Rules and Regulations and adopt the attitude that compliance is for the benefit of all. *The actions of everyone using the Shore Mariner facilities are the responsibility of the owners.* Please note that *all owners are expected to help enforce the Rules and Regulations* by politely calling the violation to the attention of the owner, lessee, or guests and then reporting this to the Property Manager or a Board member for follow-up if necessary.

The Shore Mariner management company is Ameritech and reports to the board of directors. The management company is responsible for the day to day operations and also enforces the Rules and Regulations. This is your home and you need to help take care of it. You can volunteer to help on numerous projects, such as gardening, serving on committees, and most important, serving as a member of the Board of Directors.

Comments, suggestions and/or complaints regarding these Rules and Regulations should be presented to the Board of Directors in writing or at Board meetings. Thank you.

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Board of Directors

SECTION 1 – OCCUPANCY

Occupancy of any unit in Shore Mariner must be in accordance with the Declaration of Condominium

1.1 Occupancy by owners

a. When occupying unit

Unit may be occupied by owner, his/her family, guests and caregiver as a residence providing no person under fourteen (14) years of age may be a permanent resident or may visit for a period not to exceed thirty (30) days within any six-month period. Each unit is permitted 30 child-days from January 1 to June 30 and 30 days from July 1 to December 31 each year. A child-day is any day in which one or more children are present as guests.

b. When not occupying the unit

1. When the owner is not occupying the unit, occupancy by owner's family and guests is limited to visits of not more than ninety (90) days within any six (6) month period, provided further that children under fourteen (14) years of age are limited to visits of not more than thirty (30) days within any six-month period and must be continuously supervised by an adult.

2. Owners' adult family and guests may invite other guests during such ninety (90) day periods provided no children under eighteen (18) years of age are included.

1.2 Occupancy by lessees

Occupancy is restricted to approved lessees, at least one of whom must be fifty-five (55) years of age or older, for a minimum of ninety (90) days.

1.3 Owners are responsible for the conduct of their visitors and lessees and for providing them with a copy of the Rules and Regulations.

1.4 Notice of occupancy

a. Owners shall give appropriate notice of occupancy to the Board of Directors of guests and lessees.

- b. When an owner is occupying his/her unit, notice of overnight guest(s) arrival should be given by pre-registering prior to their arrival. If not pre-registered, guests must do so upon arrival.
 - c. When an owner is not occupying his unit, prior notice must be given to the Property Manager advising of guest(s) arrival.
- 1.5 Contacting owners in the event of emergencies.
- a. Owners are required to provide the Board of Directors with the name, address, telephone number, email address and fax of a person to be contacted in the event of any emergency.
 - b. Owners are required to notify the Board of Directors of their current phone numbers, addresses, email addresses, and fax number where they can be reached when they are away for extended periods.

SECTION 11 - LEASING

- 2.1 The Board of Directors will be alerted of proposed occupancy by lessees by receiving from the owner a Notice of Intention to Lease form and a copy of the Lease Agreement not less than thirty (30) days prior to intended occupancy.
- 2.2 Leasing of an owner's unit is subject to Articles 10 and 11 of the Declaration of Condominium.
- 2.3 All leases are restricted to having at least one lessee occupying the unit who is 55 years of age or older.
- 2.4 The Intention to Lease and Lease Agreement must be signed by the owner or agent and the prospective lessee. Owner or agent must ensure that the lessee is aware of and familiar with Shore Mariner Rules and Regulations, and must provide a copy of the excerpts of the Rules and Regulations.
- 2.4 When the application is approved, it will be filed with the Property Manager.
- 2.5 Leases for periods of time less than ninety (90) days will not be approved. (Note: for leasing purposes, February is considered a 30-day period).
- 2.6 As some leases are renewals between the same lessors and lessees, age verification of the 55 years or older rule is required on the original lease only. A copy of the driver's license or other acceptable picture identification attached to the initial application is required.

- 2.7 The Town of Redington Shores Ordinances require that owners who rent their apartments must obtain an Occupational License.**
- 2.8 No lessee is allowed to sublease his/her apartment except in case of emergency or death when substantial time is remaining on the lease and is approved by the Board of Directors.**
- 2.9 When an owner leases his unit, all rights to the use and occupancy of the premises and common elements are transferred to the lessee(s).**

SECTION 111 – REGISTRATION

- 3.1 Registration cards are available in the Lobby to the left of the mail boxes. All lessees, guests and family members who are staying overnight, using a guest parking space or any of the facilities must register on or before arrival and display a hang tag, with unit owner’s apartment number, from rear view mirror. Violations are subject to towing at the owner’s expense.**

SECTION 1V – SALES

- 4.1 Notice of Intention to Sell forms are available upon request.**
- 4.2 Sales are subject to the terms of the Declaration of Condominium, Articles 10 and 11, and include providing a copy of the deed as proof of ownership.**
- 4.3 Sales to be approved must be in compliance with the exemption from the Fair Housing Act of 1988 as amended.**
- 4.4 A completed Notice of Intention to Sell and an executed copy of the Sales Contract must be submitted to the Board of Directors for review.**
- 4.5 The prospective buyer(s) must be oriented either in person or by telephone, by one member of the Board of Directors for review.**
- 4.6 The age of the buyer(s) and occupants must be verified from a driver’s license or other acceptable picture identification.**
- 4.7 No person under fourteen (14) years of age is allowed permanent residence.**
- 4.8 “Open House” operations are allowed with prior notice to the Property Manager. Owners or real estate agents are to meet prospective buyers at the ground floor lobby entrance doors and escort the prospective buyers to and from the open house unit(s), recreation facilities, restrooms, pool/pool area**

and other interior and exterior common areas. At no time is a prospective buyer to be left alone while in the building or within the pool area.

SECTION V – PARKING

- 5.1 Each owner has been assigned a designated parking space for his/her exclusive use.**
- 5.2 Owner(s) may, in his/her absence or non-use of his/her designated parking space, authorize another person its use, provided it is made in writing. A copy must be given to the Property Manager.**
- 5.3 Unauthorized use of an owner’s space should be reported to the Property Manager who will arrange for towing away the offending vehicle, if requested to do so by the owner.**
- 5.4 Guests should use parking spaces so labeled. If no space is available, guests must park on the street (Gulf Boulevard).**
- 5.5 Under no circumstances are parking areas to be used for parking or storage of trucks, boats, motor scooters, motor bikes, motorcycles, bicycles or recreation vehicles, other than conversion vans and pick-up trucks used as passenger vehicles and not to exceed 24 feet in length. No commercial vehicles may be parked overnight.**
- 5.6 All vehicles that are not parked in their designated parking space, must display a hang tag, with unit number, on their rear view mirror. Any guest must also display a hang tag, with unit number, on their rear view mirror.**

SECTION VI – POOL/AREA POLICIES AND RULES

- 6.1 Hours are from 9:00 A.M. to 10:00 P.M. The pool/pool area is for the use of owners, their families and guests and approved lessees and guests. No lifeguard is on duty at any time and all persons using pool or Jacuzzi do so at their own risk.**
- 6.2 Unauthorized, unannounced and/or unregistered persons will be denied use of the Shore Mariner common areas and amenities.**
- 6.3 All persons using pool/pool area are expected to do so in a manner that is not disturbing to others. Unnecessary noise is not permitted at any time.**
- 6.4 All persons must shower each time before entering the pool or Jacuzzi to assure that suntan lotion, salt, sand, and perspiration are removed.**

- 6.5** No incontinent persons may use the pool at any time, regardless of age.
- 6.6** Towels, beach clothes, etc., do not reserve pool furniture. Once vacated for other than short periods, pool furniture will be considered available for use by others.
- 6.7** No rafts, floats or scuba equipment are permitted in the pool. The use of vests, exercise boards, float belts and noodles are permitted. These devices must be removed from the pool if not in use.
- 6.8** No pets or glass containers are permitted in the pool or Jacuzzi areas. No smoking is permitted in the pool or Jacuzzi. No food or drinks are allowed within 4 feet of the pool or Jacuzzi.
- 6.9** Persons with open wounds, rashes or infectious diseases are not permitted in the pool or Jacuzzi.
- 6.10** No diving. Jumping into the pool is not allowed within 15 feet of other person(s) in the pool.
- 6.11** Children under 14 years of age must be under continuous adult supervision.
- 6.12** Children under 14 years of age are not permitted use of the Jacuzzi and are required to remain outside the exterior perimeter of the Jacuzzi area.
- 6.13** No running or playing athletic games in the pool, pool area or on the lawn. No chairs, lounges, blankets, etc. are permitted on the lawn area.
- 6.14** Upon leaving the pool area, persons are requested to close and fasten the umbrellas and return chairs to tables.
- 6.14** Upon leaving the pool area, footwear must be worn in all condominium common areas. Cover-ups must be worn in the lobby. Wet bathing suits are permitted only in the pool area and rest rooms.
- 6.15** Sand must be removed from footwear before entering the pool area, ground floor walkways, elevators, stairwells and the recreation room and lobby areas.
- 6.16** Management reserves the right to deny use of the pool and Jacuzzi to anyone at any time.
- 6.17** Violations of these rules should be pointed out in a friendly, courteous but firm manner.

SECTION VII-RECREATIONAL FACILITIES

Due respect for the rights of others will be observed. Use of such facilities will be governed as follows:

- 7.1 No one under 18 years of age may use the exercise room or sauna. No food or glass containers are allowed in the exercise room or sauna. Use the exercise room at your own risk. Management assumes no liability for injuries that may occur.**
- 7.2 Recreation Room hours are 9:00 A.M. to 11:00 P.M. Persons under 14 years of age must be accompanied and supervised by an adult who shall be present during the entire time.**
- 7.3 Private use of the Recreation Room may be obtained by reservation with the Property Manager. It shall be the responsibility of the owner reserving the room to make certain that it is cleaned by 9:00 A.M. the following day or a cleaning charge of \$50 will be assessed. Owners are also responsible for ensuring that guests park in guest parking only or on the street.**
- 7.4 The Recreation Room cannot be reserved for private use during any major holiday (only Association activities permitted), nor for private business meetings, sales conferences, etc. It will be used for recreational purposes only but religious or political meetings are not restricted.**
- 7.5 All persons using the Recreation Room shall wear shoes and cover-ups.**
- 7.6 Kitchen appliances are not to be used except in connection with authorized private parties or Association activities.**
- 7.7 Operating instructions for the barbeque grills are posted. Users are held responsible for cleaning the grill and surrounding area.**
- 7.8 The Main Lobby may not be used for recreational or commercial activities or loitering.**

SECTION VIII-BALCONIES AND TERRACES

- 8.1 The balconies, terraces and exterior walkways, stairwells and trash rooms shall be used for the purposes intended, and shall not be used for hanging garments, towels, or other objects or for the cleaning of rugs or household items.**
- 8.2 Carpeting is not allowed on balconies. Tile or Gemstone coating is allowed.**

- Rubber back door mats are not allowed on walkways.
- 8.3** Shore Mariner Association requires waterproofing to any untreated balconies by owners who are installing approved flooring options. This required waterproofing is the owner's expense.
- 8.4** Shore Mariner Association requires ½" horizontal space from the eds of any balcony flooring to the balcony cage for drainage purposes when having approved flooring installed to their balconies.
- 8.5** Anyone cutting tile in the Shore Mariner COMMON AREA must use the designated areas for tile cutting. These areas are located at the Centra., North and South dumpster ramps. These exterior locations are on the ground floor have access to water and electricity.

SECTION IX-TRASH/STORAGE ROOMS

- 9.1** Trash rooms are located beside each elevator on each residential floor. All trash must be placed in plastic bags, securely tied at the top and deposited in chutes. Any item not fitting in the chute must be brought down to the main ground floor trash rooms.
- 9.2** Storage of personal belongings shall be placed in appropriate cages in common storage areas only, and will not be permitted in trash or meter rooms and stairwells, per Fire Marshal.
- 9.3** Carts for general use are kept in trash rooms on the ground floor and must be returned immediately after use.

SECTION X-PETS

- 10.1** Owners are allowed one small pet, identified as dog, cat, bird or other commonly known household pet and this is subject to termination by the Board of Directors if good cause can be shown. The pet shall not exceed 15 inches in height at the shoulder at maturity and may not exceed 25 pounds in weight. No pet is permitted outside the confines of any unit without a leash or appropriate containment. All Shore Mariner recreational and lawn areas are out of bounds for pets. Pets must be taken from the apartment by way of the common walkways to the north and south service elevators only for the purpose of a "dog walk" or other circumstances. All owners are responsible for cleaning up after their pets.

SECTION XI-NUISANCES

- 11.1** No resident or guest shall make or allow any disturbing noises in the confines of the property of the Shore Mariner Condominium, including the building, all common areas, parking areas, pool area, lawn or breezeway.
- 11.2** No activity will be allowed that will interfere with the rights, comforts or convenience of other apartment occupants.
- 11.3** No musical instruments, radios, stereos or TV sets shall be operated in such a manner as to disturb or annoy other occupants.
- 11.4** No skateboards, roller blades, or motorized bicycles or scooters, etc., shall be permitted on Shore Mariner premises or parking lot at any time.
- 11.5** No smoking of any kind, including, but not limited to, cigarettes, cigars, or pipes shall be allowed in the common areas, common elements, recreational areas, hallways, stairwells, elevators, or any other area that constitutes condominium property, excluding swimming pool and parking lot areas. No Owner shall, if smoking within their unit cause any other unit Owner discomfort or loss of quiet enjoyment as a result of the smoking within their unit. Each unit Owner has a responsibility to other units and not allow secondhand smoke to affect their lives.
- 11.6** Additional Nuisances. No nuisance shall be allowed to exist upon the Association property, nor shall any use or practice which is the source of annoyance to residents and/or the Board of Directors or which interferes with the peaceful possession and proper use of the property by its residents and occupants be allowed. Nuisances shall include, but not be limited to harassing, disrupting, and offensive behavior anywhere on the Common Elements or at official Association functions. Unit Owners and other residents shall not engage in any abusive or harassing behavior either verbal or physical, or any form of intimidation or aggression directed at other Owners, residents, guests, occupants, invitees, Board of Directors, or directed at management, its agents, its employees, or Association vendors.

SECTION XII-SIGNS

- 12.1** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by anyone on any part of the outside or inside of the building or the premises without the prior written consent of the Board of Directors, with the exception of the bulletin board, subject to the following limitations. Posts made on the association bulletin boards may not contain content that is, in the sole discretion of the Board: Abusive, Adult, Derogatory, Drug related, Negative, Offensive, Political, Profane, Religious, or a non-owner solicitation. The Board reserves the right to remove any item that violates these standards.

SECTION XIII-KEYS

- 13.1 The Shore Mariner Property Manager and/or a member of the Board of Directors has a lawful right to enter any unit in case of emergency. The Association will immediately notify the unit owner of the reason for entry and any actions taken.**
- 13.2 Each owner is responsible for providing a key to their apartment to the Association.**
- 13.3 If a key is not provided, and in the event of an emergency, e.g. fire, water leaks, electrical or health emergencies, etc., the cost of entering will be at the owner's expense.**
- 13.4 Under no circumstances, except in cases of emergencies as outlined above, or with specific owner approval, will a member of the Board of Directors provide entry.**

SECTION XIV-ANTENNAS, ETC.

- 14.1 No radio, TV installation or satellite dishes requiring additional wiring or antennas shall be installed without written consent of the Association.**
- 14.2 Any antenna or other wiring erected on the roof or exterior walls of the building without the consent of the Board of Directors in writing will be removed without notice.**

SECTION XV-RESPONSIBILITIES OF EMPLOYEES/OWNERS

- 15.1 The Board of Directors of the Shore Mariner Association have empowered the Property Manager or his designated assistant to enforce the Rules and Regulations in a firm and courteous manner. Cooperation is respectfully solicited and will be appreciated by the Board of Directors and the residents.**
- 15.2 The Property Manager, housekeeper, and custodian are employees of the Association and are restricted to performing duties assigned ONLY by the Board of Directors. When on duty, they are not permitted or required to perform any personal services to or for owners, lessees, or guests.**
- 15.3 The Owner's responsibility of the apartment shall be as follows:
To maintain, repair and replace at his/her expense all portions of his/her apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.**

Each owner shall maintain the master water shut off valve in his/her unit. Each owner shall be required to turn off the master shutoff valve when the unit will be unoccupied for any period in excess of 72 hours (3 days). The air condition shall be set no higher than 80 degrees for the purpose of avoiding leaks and subsequent humidity and mold build up within the apartment when the water is turned off. The electric hot water heater circuit breaker must also be turned off to avoid a potential fire hazard. Any apartment owner not in residence shall be required to have a third party access the unoccupied apartment at least monthly for the purpose of insuring that there are no water leaks and that mold and mildew is not accumulating in the apartment.

Owners should check with their insurance company to see what their policy is regarding a person inspecting the owners unit when the owner is gone. Some insurance companies may require inspection every 15 days.

XVI-UNIT OWNER'S CONTRACT WORKERS

- 16.1** Prior to beginning renovations, the unit owner is responsible for notifying Property Manager of his/her intentions, and ensuring that Workers have insurance, and for all permits required to perform any renovation.
- 16.2** The unit owner is responsible for worker's access onto and into Shore Mariner property, and supervision of those workers. If the unit owner is not available, the unit owner must arrange for someone, other than Shore Mariner employees, to be responsible for the workers.
- 16.3** All cutting, mixing grout, painting, and assembling must be performed inside the owner's unit, at the paved areas adjacent to the north and south trash rooms, or inside the worker's truck. Walkways, paved areas or other common areas are not to be used for these purposes, or for the storage of materials and equipment.
- 16.4** Elevator pads are available to protect the elevator from damage and **MUST** be used.
- 16.5** Workers may use the loading zones for that purpose, but may not park in the loading zones. The workers' vehicles may be parked in the unit owner's space, on the public streets, or in guest spaces. Workers' vehicles may not be parked at Shore Mariner overnight.
- 16.6** Worker's hours are limited to 8:00 A.M. to 5:00 P.M. No work is to be performed on Sundays or major holidays. If an emergency occurs requiring work during these times, it must be reported to the Property Manager immediately.

- 16.7 Immediate cleanup of trash, caused by unit owner's contracted workers, on walkways, in elevators, and other common areas is required by the unit Owner's contracted workers. Trash chutes are not to be used to dispose of construction trash or materials.**
- 16.8 Shore Mariner employees shall not provide worker access to an owner's unit.**
- 16.9 Door and window replacement rule: The installer must provide photographic documentation that the perimeter buck strips are sound and not rotted, and that the window / door opening has been flashed in accordance with Section 1405.4 of the Florida Building Code which requires the openings to be flashed per the attached standards.**

These revised Rules and Regulations were approved by the Board of Directors at a meeting on September 21, 2023

XVII-RECORDS REQUEST POLICY

The following shall be the standing policy of Shore Mariner, a Condominium, in relation to a request from an owner or from an agent for an owner to review the records of the Association, as allowed by Section 718.111(12), Florida Statutes:

- 17.1 Requests to inspect the records of the Association may be made by an owner or their agent, as identified in writing by the owners. Requests shall be limited to two (2) request per owner, per month.**
- 17.2 All requests to inspect the records shall be made in writing to the Association's property manager by U.S. mail. No faxed, emailed, electronic, or otherwise submitted requests shall be accepted. The owner shall include their email and phone number along with their request so the Association may contact them to schedule an inspection date or provide the specific documents requested (if possible).**
- 17.3 At the time a request is received by the Association, it shall be date-stamped, and that date shall be deemed the date the records were requested. The records shall be made available for inspection within ten (10) business days of the date the request is received.**
- 17.4 Upon receipt of the request, an authorized representative of the Association will contact the requesting party to schedule an appointment to review the records or make alternate arrangements for procurement of the requested records. The requesting party shall be afforded up to four (4) hours of record inspection time per request. During the inspection period, the requesting party shall be monitored at all times, and shall not alter, remove or destroy**

any original records. Neither the Association nor the authorized representative shall be obligated to discuss any records or answer any questions during the inspection without the Association's attorney being present.

Shore Mariner Board of Directors

9/21/2023