

Leeward Point Condominium, Inc.

Rules & Regulations

The Board of Directors of Leeward Point Condominium, Inc. have the right to change or revoke existing rules and regulations and make such additional rules and regulations from time to time as in their opinion shall be necessary and desirable for the safety and protection of the property and its occupants, to promote cleanliness and good order of the property and to ensure the comfort and convenience of owners.

ENFORCEMENT

The Rules and Regulations as set forth will be enforced in the following manner:

1. Residents shall comply with the Rules and Regulations of the Condominium, any and all rules and regulations that from time to time may be adopted, the provisions of the Declaration By-Laws and the Articles of Incorporation of the Association as may be amended from time to time. Failure of a resident to comply shall be grounds for action which may include, without limitation, an action to recover sums due to damages, injunctive relief, arbitration proceedings and / or fines.
2. Fines that may be levied against unit owners by the committee for failure to comply shall not exceed \$100.00 per day or as much as Florida Law permits at the time. The Association shall deliver written notice of the violation to the unit owner and / or lessee containing the date, time and place of the meeting of the committee that will hear from the defaulting unit owner and / or lessee concerning the violation.

POOL AND SUNDECK RULES AND REGULATIONS

1. For safety reasons, a self-locking gate is installed at the entrance to the pool and must be maintained closed at all times.
2. The pool gate has an alarm that will sound if held open for more than 30 seconds. Do not attempt to overcome this alarm or allow anyone into this area who does not have their own fob. Visitors need to be accompanied by an owner or lessee at all times to use the facilities.
3. Pool hours are from dawn to dusk. The pool will close for any severe or dangerous weather conditions.
4. Shower before entering the pool and rinse off any sunbathing lotion.
5. Persons who appear to be afflicted with cuts, skin disease, communicable diseases, colds, fever or other physical ailments are prohibited from entering the pool.
6. Persons under the influence of alcohol or drugs are prohibited from entering the pool.
7. No spitting or other bodily fluids are allowed in the pool.
8. No food or glass containers are permitted in the fenced pool and deck area.
9. No beverages are allowed in the pool or on the wet pool deck.
10. No pets are allowed.
11. Smoking is not permitted.
12. Diving is not permitted.
13. Swimming is at your own risk. There is no lifeguard on duty.
14. Pool deck furniture may not be removed from pool area.
15. Umbrellas and other fixtures may not be moved.
16. No topless sunbathing is permitted.
17. An adult must accompany children under the age of 12 at all times.
18. Everyone is responsible for cleaning up after themselves.
19. Please follow any additional Pool Rules posted in the pool deck area.
20. Objectionable behavior is not acceptable, even if it is not specifically covered in these regulations.

TENNIS COURT REGULATIONS

1. Tennis Court hours are from 7:00AM to 10:00PM.
2. Tennis Courts are only for the use of Leeward Point owners and lessees and their guests. All guests must be accompanied by owners or lessees at all times.
3. Persons who have made prior reservations with the management company will have precedence.
4. Only one hour of court time is allowed when others are waiting to play, regardless whether players are singles or doubles.
5. All rules of tennis etiquette must be followed at all times.
6. All people on the tennis court must wear shirts and sneakers at all times; no exceptions.
7. Tennis is the only activity permitted.
8. Tennis Courts may not be used for commercial purposes, or to provide lessons to non-residents.
9. No wheeled items are allowed in the tennis court area, such as bicycles, skateboards, rollerblades or skates.
10. No food, glass containers or smoking is allowed on the tennis court.
11. No pets are allowed.
12. An adult must accompany children under the age of 12.
13. Members must lock the gate to the tennis court after each use. This is necessary to prevent vandalism and unauthorized users.
14. Leeward Point Condominium, Inc. does not assume any responsibility for personal accidents or injuries in connection with the use of the Tennis Courts, or for any damage to personal property. A liability waiver must be signed prior to use.
15. The Association may suspend use to persons for a period not to exceed 72 hours when their actions create a threat to persons or property.

PARKING AREA RULES AND REGULATIONS

1. The Rules and Regulations governing vehicles and parking areas are for the safety and convenience of the residents of Leeward Point.
2. All vehicles belonging to residents of Leeward Point must be registered with the Management Company and parked in their designated spaces, as applicable.
3. One guest space may be utilized by residents, if necessary.
4. The parking spaces are provided for the exclusive use of residents and cannot be rented or loaned out.
5. All residents shall be responsible for the proper parking of their guest's vehicles.
6. There shall be no parking of motor vehicles in any area of the condominium property where parking spaces are not provided or designated.
7. Residents are responsible for ensuring that their parking space remains clean and free of stains. If you notice a liquid dripping from your vehicle, place a piece of cardboard under it to avoid stains to the parking lot.
8. Parked vehicles must be in working condition, e.g., valid registrations, no flat tires, etc.
9. There is to be no washing of vehicles on the premises.
10. There shall be no storage or major repair of motor vehicles or boats in the parking area or elsewhere on the condominium property.
11. Commercial vehicles with company logos and advertisements, trailers, recreational vehicles, boats, mobile homes, etc. cannot park on the property, unless prior permission has been granted by the Board of Directors.
12. Under no circumstances is any commercial activity permitted in the parking area, such as vehicle rentals or illegal activities.
13. Feeding of animals in the parking areas or in any common area is prohibited.
14. There shall be no unnecessary racing of engines, horn blowing, lights flashing, or any other like act which would constitute a nuisance. Vehicles shall be operated on the condominium property with as little noise and pollution as possible.

15. Any unauthorized vehicle or any apparent abandoned vehicle will result in the vehicle being towed, at the owner's expense.
16. The speed limit in the parking lots is 5 mph.
17. Owners, residents, tenants, and guests who violate the Rules and Regulations shall be liable for, but not limited to, any damage to the buildings, amenities, recreation areas, grounds, individual units, and any other common elements of Leeward Point caused by receiving deliveries, moving or removing of furniture and possessions to and from the building, or any damage inflicted by their vehicles to other vehicles in adjacent spaces or driveways.
18. Leeward Point Condominium, Inc. does not assume any responsibility for accidents, injuries or theft that may occur in the parking lot, or for any damage to personal property.

LEEWARD POINT CONDOMINIUM ASSOCIATION

GYM RULES

(Revised May 20, 2020)

24 HOUR SURVEILLANCE CAMERAS ARE IN USE

Gym Facility is open 7 days a week 5:00 A.M. – 11:00 P.M.

Leeward Point Board of Directors, has issued the following rules governing the use of the Gym Facility. The Board of Directors may, in its discretion, modify or amend these rules at any time and from time to time. **All persons wishing to use the gym must register, with FPMGroup, and agree to the Gym Rules, including a release and indemnity in favor of Leeward Point Condominium Association.**

1. No person is permitted to use the gym or its equipment unless such person is a legal resident of Leeward Point. Adult non-resident guests are allowed ONLY if accompanied by a registered resident and the proper release is provided to FPMGroup for the guest
2. No minor(s) under the age of 12 are allowed in the gym area or on the equipment. Resident minors, age 12-17, must be accompanied and supervised by an registered adult resident when using the gym and equipment.
3. All persons using the gym must be dressed in appropriate workout clothing (i.e. tank tops, t-shirts, shorts, leotards with appropriate footwear). NO bathing suits, NO bare feet, NO open-toe shoes. NO jeans.
4. All persons using the gym do so at their sole risk and responsibility
5. Any damage to the gym or it's equipment caused by a resident or guest shall be the responsibility of the resident including the associated cost to remedy.
6. All gym equipment will be used in the manner such equipment is intended to be used. (See instructions on wall and manual provided in Gym) Misuse of equipment can result in personal injury and/or damage to equipment.
7. Do not drop, slam, clang or throw dumbbells or free weights. Re-rack weights and dumbbells when done using.
8. Do not move or remove any equipment from the gym.
9. Users are expected to practice good hygiene and gym etiquette. Wipe down equipment after each use.
10. There is a 30 minute limit on the equipment if someone is waiting to use such equipment.
11. The gym may not be used as a place of business or profit center
12. No smoking, spitting or consumption of food or alcohol is permitted in the gym.
13. Turn off the TV and Lights when leaving the gym. The Air Conditioner is motion activated; walk in front of the thermostat and A/C will turn on for 1 hour. A/C will turn itself off.
14. Report any Facility or equipment problems to FPMGroup immediately.
15. Bring your own towels and wipe down and equipment you used.

GENERAL DECLARATIONS:

All PERSONS USING THE GYM FACILITIES MUST COMPLETE THE REGISTRATION AND LIABILITY RELEASE WAIVER BEFORE USING THE FACILITY, GUESTS OF RESIDENT MUST ALSO PROVIDE THE LIABILITY RELEASE WAIVER. LEEWARD POINT IS NOT RESPONSIBLE FOR ANY ACCIDENTS OR INJURIES WHILE USING THE FACILITY.

IN CASE OF EMERGENCY CALL 911

Note: Do NOT open the Gym door to allow someone else into the Gym. Users must use their key fob to enter the Gym to ensure access is allowed and waiver has been signed. Contact FPMGroup if you have any questions regarding access or to report issues with the use of the equipment.

LEEWARD POINT CONDOMINIUM

GYM REGISTRATION

(One Form per person)

DEAR LEEWARD POINT RESIDENT

IN ORDER FOR YOU TO GYM ACCESS; THE FOLLOWING INFORMATION IS NEEDED

UNIT NUMBER_____

RESIDENT NAME: _____

MINORS (AGE 12-17) NAME/AGE: _____

MINORS (AGE 12-17) NAME/AGE: _____

MINORS (AGE 12-17) NAME/AGE: _____

Email: _____

HOME PHONE #: _____ CELL PHONE #:_____

I _____ HAVE READ,UNDERSTAND AND WILL ABIDE
BY THE RULES AND REGULATIONS THAT GOVERN THE USE OF THE LEEWARD POINT
CONDOMINIUM GYM AND FURTHER UNDERSTAND MY RESPONSIBILITY FOR THE MINOR
INDIVIDUALS LISTED ABOVE.

Resident signature/date

Leeward Point Condominium Association

USE WAIVER OF LIABILITY & RELEASE GYM FACILITY/TENNIS COURT AND POOL

Due to the nature of physical exercise, it can be strenuous and could subject you to risk of serious injury. Leeward Point Condominium Association (Association) urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity for your own safety.

You (each resident, guest, and all participating family members) agree that if you engage in any physical exercise or activity, or use any gym amenity in the Gym facility, Tennis Court or Pool, that you do so entirely at your own risk.

You agree that you are voluntarily participating in the use of the Tennis Court, Pool and Gym Facilities and related equipment and assume all risks of injury, illness, or death. The Association is not responsible for any harm to your body or your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of:

1) your use of all amenities and equipment in the Gym Facility and your participation in any activity, personal training or instruction; 2) the sudden and unforeseen malfunctioning of any equipment; 3) your slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas; 4) any activity in the pool; and all minors must be attended to, thus all minors must swim with an adult supervising them; 5) contact with other participants; 6) the effects of the weather, including high heat and/or humidity; and all other such risks.

After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and Leeward Point Condominium Association amenities to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE Leeward Point Condominium Association, its owner, its officers, agents, employees, organizers, representatives, and successors from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Association for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Association, its agents, and employees.

If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and the offending provision of provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Participant's Name (Please Print): _____ Unit # _____

Participant's Signature: _____ Date: _____

(Parent's signature if under 18 years of age)

I represent that I have legal capacity and authorize to act on behalf of the minor named herein.

Parent/Guardian Signature: _____

Date: _____