

AMENDED RULES AND REGULATIONS

February 7, 2023

FOR

CIELO ON THE BAY, A CONDOMINIUM

1. The sidewalks, entrances, passages, vestibules, patios, courts, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; carts, bicycles, carriages, chairs, tables or any other similar objects shall not be stored on the Common Elements.
2. The personal property of Owners must be stored in their respective Units or the unit owner's storage unit in the storage room.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies, landings or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, terraces or other portions of the Condominium Property.
4. No Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.
5. All refuse must be deposited with all other refuse in areas designated for such purpose by the Board.
6. Parking areas are solely for non-commercial automobiles with a current passenger vehicle registration. Unauthorized parking includes vehicles parked so as to impede ingress to or egress from other parking spaces, drives, driveways, or roads. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator. No vehicle of any kind shall be parked at any time on the Condominium Property except in designated parking spaces. No vehicle may be parked on drives, driveways, roads, sidewalks or other areas of the common elements not designated for parking of motor vehicles. The Association is not responsible for any injury to or loss from cars parked on the Condominium Property. Nothing other than authorized motor vehicles may be parked or stored in the parking spaces, garage or outside parking areas unless otherwise approved in writing by the Association's Board of Directors. Unit owners may not store boxes, bicycles (electrical or man powered), unapproved containers, bags, or any other personal belongings in the parking spaces or the garage.
7. The Board of Directors shall be solely responsible for directing and supervising employees of the Association and any management companies.
8. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than 24 hours, and no major repair of vehicles shall be made on the Condominium Property.
9. No Owner or any of Owner's family employees, agents, tenants, visitors or licensees, shall make or permit any disturbing noises in the Building, nor permit any conduct by such Persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his or her Unit in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

10. No electronic installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

11. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs approved by the Board. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements without the prior written consent of the Board.

12. The Association may retain a pass key to all Units. No Owner shall alter any lock nor install a new lock without the prior written consent of the Board of Directors. Where such consent is given, the Owner shall provide the Association with an additional key. The Association and its agents shall have access to all Units for the purposes described in the Declaration. Except in cases of emergency, the Association will attempt to notify each Owner in advance of any entry to a Unit.

13. Owners shall not be permitted to store any items whatsoever on balconies, patios or terraces. Further, no gas, charcoal, or flame grilling shall be permitted on any balcony, patio or terrace. Barbecuing shall be permitted only in designated areas.

14. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except for allowed barbecuing purposes in accordance with these Rules

15. A Owner who plans to leave any Unit vacant during the hurricane season must prepare his or her Unit prior to his or her departure by designating in writing to the Association a responsible firm or individual to care for such Owner's Unit should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

16. Food and beverages may not be consumed on the Condominium Property outside of a Unit except in areas, if any, designated in writing by the Board.

17. A Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building except that an owner may display one portable removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, an Owner may display, in respectful way, portable, removable, official flags, no larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

18. All resident pets (permanent home) must be registered with management. This includes providing up to date licensing and vaccinations. Any service animal or emotional support animal, including visitors, must provide proof of their service to management to allow lawful access to restricted areas of the property. Proper certified paperwork is requested, a service animal jacket is not proof. All pets must be walked on a leash.

19. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at any time as a residence either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted, except small containers for use in gas barbecues. No commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats or boat trailers shall be permitted to be parked or to be stored at any place on the Condominium Property. This prohibition

of parking shall not apply to temporary parking of commercial vehicles, such as for pick-up, delivery and other temporary commercial services.

20. No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of the Unit unless such awning, canopy or shutter has been approved by the Association. The Associations will establish the type and color of permitted shutters which will be the same for each Unit. Hurricane shutters approved by the Association may only be installed and remain in place during a hurricane or hurricane watch or warning. Such shutters must be removed by the Owner within 48 hours thereafter; if not so removed, they may be removed by the Board at the expense of such Owner.

21. Governmental requirements from time to time for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

22. No window air-conditioning units may be installed by Owners. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass except as approved by the Board for energy conservation purposes. Curtains, blinds and drapes (including their linings) which face on exterior windows or glass doors of Units shall be subject to the Board's disapproval, and, if disapproved, shall be removed and replaced with acceptable items.

23. Except as specifically permitted by law, no exterior antennae, aerial, satellite dish or other installation shall be permitted on the Condominium Property or Improvements provided that Association shall have the right to install and maintain community antennae, satellite dishes and radio and television lines and other temporary communications systems

24. No smoking shall be permitted anywhere in the Common Elements inside the Building. Illegal drugs are prohibited in all common areas of the property. No Smoking, inhaling, or using a bong or other device, to smoke, inhale or ingest an illegal substance in any common areas.

25. All persons using any pool shall do so at their own risk. All children under 12 years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in the Building. Glasses and other breakable objects may not be utilized in the pool or on the pool deck. Pets are not permitted in the pool or pool area under any circumstances.

26. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.

27. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on balcony ledges. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung upon, or shaken from, windows, doors, balconies or terraces. Owners shall remove all loose objects and movable objects, including furniture, from the balconies if they will not be in residence during the hurricane season. No furniture which extends higher than the rail or railing on such balcony, or which may be visible from outside the Condominium, including, without limitation, umbrellas or tables, shall be kept or placed on any balcony. Reference to balconies shall include patios, terraces and roof areas.

28. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the Owner responsible for the damage.

29. All deliveries of furniture, appliances, and other large items shall be coordinated with the

Association's Property Manager at least three (3) days prior to the scheduled delivery. The property manager shall direct for use of appropriate elevators, elevator padding in the elevator, and other steps needed to be taken by the Owner and/or delivery company associated with the delivery.

30. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units or the Common Elements and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

31. Goods and packages of every kind will be delivered to Association's front desk concierge. Deliveries must be made during the standard hours when the Association's concierge is present. The Association shall not be responsible for the loss of, or damage to, any such property, even though such loss or damage may occur through the carelessness or negligence of the employees of the Building.

32. Owners, their families and guests, shall not appear in, nor use, the lobby, lounge or card rooms except in appropriate attire.

33. All refuse, waste, bottles, cans and garbage shall be securely contained in plastic bags and sent down the chute in a container not exceeding the width of the chute. Trash chutes may be used only between 8:00 A.M. and 10:00 P.M. Newspapers, magazines and heavy items intended for disposal shall be placed in the trash room and not thrown down the trash chute.

34. Members are not permitted on the roof for any purpose, except as permitted specifically by the Declaration.

35. There shall be no solicitation by any person anywhere in the Building for any cause, charity or any purpose whatever, unless specifically authorized by the Board of Directors.

36. Service people are required to check in and check out with the security guard.

37. No Member shall allow the corridor entrance door to his or her Unit to remain open for any purpose other than for immediate ingress and egress

38. All contractors and/or technicians performing work for an Owner within the Unit, Building, or Condominium shall be referred to the Association for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceiling, equipment or any other physical feature of the Building, the Unit or the Condominium. Emergency work excluded - Any and all modifications / alterations by a licensed General Contractor / Handyman inside a unit must be performed during the following hours: **GC - Working hours - Monday - Friday 8:00 am to 5:00 pm. No construction work will be allowed on any weekend or holiday.**

39. Members are asked not to use fire doors for ingress and egress.

40. Owners and lessees of Units shall notify the Board in writing at least 10 days prior to the arrival and departure of guests who have permission to occupy a Unit in the absence of the Owner and/or the lessee of a Unit. All guests must notify the Association, upon arrival. No guest under 18 years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

41. The Common Elements are for the exclusive use of the Owners and lessees of the Units and their immediate families, resident house guests and guests accompanied by an Owner or lessee, in accordance with the terms and conditions of the Declaration. No other person shall be permitted to use the Common Elements of the Condominium unless accompanied by an Owner or a member of his immediate family or lessee of a

Unit, without the prior written consent of the Association.

42. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Members shall be held responsible for, and shall bear any expense of, such damage caused by such member, or such member's family, guests, lessees and/or invitees.

43. Owners shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

44. If an owner or resident uses profanities such as swear words or vulgarity addressing management, Board or staff member, either verbally or by email, they may be subjected to a fine of \$100 per occurrence in accordance with Rule 52 hereof.

45. Move in / out Monday through Friday 8:00 am to 5:00 pm. In order to ensure owners right to peaceful enjoyment on the WEEKENDS, move in / out or large item deliveries will be prohibited on Sat/Sun and Holidays.

46. Drone flying off balconies or rooftop is prohibited, as well as from any area on the property.

47. Weapons, including guns, must be concealed or carried in a bag or on your body in accordance with Florida law when in all common areas of the property if you have a concealed carry permit.

48. **COMMUNITY ROOM USE**

- a. Only Residents in good standing (unit must be current in assessments and have no pending violations) may reserve Community Room for private use. Management has the right to cancel or deny future reservation requests and existing contracts for any Unit Owner who violates stated policy, rules, regulations, or procedures. Failure to comply with these regulations will result in the withdrawal of the privilege of further use of the Community Room by that Unit Owner.
- b. The Community Room cannot be used for any solicitation for any cause, charity, professional or commercial use or other outside entities. The Community Room can be reserved only for private social occasions and no other purpose. The Unit Owner must be in attendance at the event.
- c. Reservations will be accepted on a "first come, first served basis." However, Association official events such as Board Meetings, committee meetings, or other activities will be given priority. Every effort will be made to guarantee a reservation. However, management reserves the right to change or cancel a reservation to accommodate an Association function. No reservations will be confirmed without receiving and clearance of the appropriate deposits/room rental fee.
- d. In order to reserve the Community Room, residents must submit the "Request to Reserve the Community Room" form from the administrative office. This form must be submitted a minimum of two (2) weeks prior to the function to secure the room (sample of form is included at the end of these Rules). The deposit must be made at least one (1) week prior to the event to continue to reserve and secure the date.

- e. Reserved time will be for a maximum of sixteen (16) hours per day inclusive of set up and cleaning time. All events and cleaning must be concluded by midnight.
- f. The date and time, the number of expected guests and a description of the occasion must be included in the written request.
- g. Guests must park in the front guest spaces, or the Owner must make arrangements for off-site parking.
- h. Containers for trash and garbage are available from the Building Manager without charge.
- i. Before leaving the Community Room, Owner/resident must make certain that all trash, garbage, etc., is off the tables and floors and has been placed in the proper waste containers. Owners/residents are responsible for providing all cleaning supplies.
- j. There shall be no charge for the use of the Community Room. However, the Owner will be required to provide a deposit to Cielo on the Bay Condominium Association, Inc. for \$1,000.00 at the time of reservation. The security deposit shall be by check made payable to Cielo on the Bay Condominium Association, Inc. The deposit will be used to defray any costs required to bring the Community Room back to its normal condition in the event it is not done by the resident. The deposit will be returned if no costs are incurred or damages to the Community Room within fifteen (15) days of completion of the event. The Owner remains responsible for all damages in excess of the deposit which will be due within ten (10) days of any invoice by the Association.
- k. Placing the furniture, arranging the Community Room and returning the Community Room to its original condition is the responsibility of the resident. No other furniture can be moved into the Community Room. All decorative items in the Community Room must remain in place. Nothing may be hung on the walls inside the Community Room.

49. **STORAGE LOCKERS:**

- a. Storage lockers have been provided on Level P3 of the building for unit owners to store personal belongings.
- b. All personal property shall be contained entirely within the Unit Owners assigned storage cage. Owners are not permitted to leave or store any personal property outside of their storage cage including, but not limited to, walkway areas of the storage room. The Association reserves the right to remove any items violating these rules on a periodic basis.
- c. Owners may not store flammable, combustible, or other hazardous materials in the lockers. The Association reserves the right to perform periodic checks or inspections of storage compartment areas for compliance.
- d. Unit owners who wish to allow another resident to use their storage locker must notify the Association in writing.
- e. No unit owner may make any modifications, additions, or alterations to the Storage

Room, including, but not limited to, adding any additional storage cages.

50. **BICYCLE ROOM**

- a. Unit Owners must store bicycles (electrical or human powered) in the bicycle room or the unit owner's unit.
- b. Damaged or inoperable bicycles or other such vehicles may not be stored in the bicycle room.
- c. All bicycles must be registered with the Association property manager. The property manager shall issue a decal to each unit owner to place on their bicycle for identification.
- d. The bicycle room has limited space and is limited to 30-36 bicycles, depending on their size. Therefore, space will be allocated on a first come, first served basis. The management office will maintain a waiting list in the event that the bicycle room is full.

51. **LANDSCAPING AND PLANTERS:**

- a. No unit owner shall plant, install, cultivate or grow any type of shrubbery, flower, tree, vine, grass or other plant life in planters. This prohibition includes all planters located on the 4th Floor and Penthouse terraces. Any unauthorized plantings shall be removed by the Association at its discretion.
- b. Consistent with past practice, all trimming of plants, trees, shrubs and other landscaping planted in Unit planters shall be performed by the Association and its landscaper. Landscaping within planters shall be at a maximum height of approximately seven (7) feet and maintained in a neat and attractive condition determined by the Board of Directors to ensure uniformity, building safety, and aesthetics. Owners shall be informed at least forty-eight (48) hours prior to the landscapers visiting the Association property for the Unit Owner to provide access. The Unit Owner shall give access to the Association, in accordance with the Condominium Act and the Association's Declaration, as necessary, to perform maintenance and landscaping within the planters. Should the unit owner deny access, the unit owner will be responsible for any fines in accordance with the Condominium Act, and/or damages incurred by the Association for remobilization of the landscaper.
- c. No plant, tree, shrub, or other landscaping shall be permitted to cause damage to the concrete planter, or its waterproofing membrane, or other common elements, nor may they pose a threat to the safety of other persons or property with falling branches, debris, or otherwise. No excessive watering is permitted which can cause water to leak to unit balconies below. The Association reserves the right to rely on the opinion of appropriate professionals hired by the Association including engineers and/or landscapers to determine whether any landscaping poses a threat to person or property.

52. Every Owner and occupant shall comply with these Rules and Regulations, and any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, suspension, for a reasonable period, of the

Owner's or tenant's right to use the common elements, common facilities or any Association property, an action to recover sums due for damages, injunctive relief, or any combination. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, such Owner's family, guests, invitees or employees, to comply with any of these rules and regulations, the Declaration, or By-Laws, provided the following procedures are adhered to:

(a) Notice: Except as otherwise indicated in the By-Laws, the party against whom the suspension or fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days and said notice shall include:

- (i) a statement of the date, time and place of the hearing;
- (ii) a statement of the provisions of the Declaration, By-Laws, or rules which have allegedly been violated; and
- (iii) a short and plain statement of the matters asserted by the Association.

(b) Hearing: The non-compliance shall be presented to a committee of other Owners, who shall hear reasons why suspension or penalties should not be imposed. The party against whom the suspension or fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Penalties: Fines shall be due five (5) days after notice of the imposition or levy of the penalties is given by the Association.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

CIELO ON THE BAY CONDOMINIUM ASSOCIATION
REQUEST FOR RESERVATION OF THE COMMUNITY ROOM

NAME: _____ UNIT # _____

Work phone #: _____ Home phone #: _____

Emergency Contact phone #: _____

Date of your function: _____ Approximate number of guests: _____

Type of function: _____

Starting time: _____ Ending time: _____

I have read a COMPLETE copy of the Cielo on the Bay Rules and Regulations and agree to comply with them.

SIGNATURE _____ DATE _____

Fill out and return this form to a Management with \$1,000.00 deposit check payable to Cielo on the Bay Condominium Association

OFFICE USE ONLY		
Reservation Received		Deposit Received
Date: _____		Date: _____
Approved Date:	Staff Initials:	
Disapproved Date:	Staff Initials:	
Cancellation Date:	Staff Initials:	
Cancelled By:		
Reason:		
Amount Refunded:	Date Refunded:	Staff Initials for Refund:

Signature of Association/Management Representative _____ Date _____