



# ISLAND POINT INC., NO. 1, A Condominium

## RULES & REGULATIONS

JANUARY 12,2022

# Rules and Regulations Revised on 1-12-22

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## Safety and Security

Aerials: None of the following aerial services are to be installed / maintained on the roof or exterior of any unit or any common area: radio or television mast, tower, pole, satellite dish, wire aerial, antenna or appurtenance; any electronic or non-electronic equipment, structure, device or wire.

Appliance use: Do not leave appliances – such as washers / dryers and stoves – operating when you are not immediately available.

Drones: Any third-party-operated drones on Association property must be appropriately licensed and insured.

Electrical interference: No electrical machinery, device or apparatus of any sort that causes interference with the television or radio reception in any other unit, is permitted in any unit

Elevators: Do not use elevators in an emergency. Always be aware of the location of stairwells on your floor.

Exterior doors: Exterior doors are to be locked at all times. The intercom enables residents to acknowledge and provide access to visitors via the front door. Do not permit anyone to enter our building unless you are certain you know who they are. Please advise your visitors of this requirement.

Keys: A key/fob to your unit is provided by the Owner to the Bay House Board of Directors so that entry may be made in case of an emergency, which would otherwise require your door to be broken down. Your keys are located in a locked, secure location. A Board member will not enter your unit unaccompanied. *Please note*, these keys are for emergency use only and are NOT intended as a backup source if you are locked out of your unit. FOB codes are not provided to any outsider, vendor etc. [See also Page 3 of Sales/Lease.](#)

Roof: Only authorized maintenance persons are permitted on our roof. If you have a maintenance person requiring roof access, schedule this with the [Management Company](#).

Use of dangerous materials: The use of fireworks, sparklers or any type of pyrotechnics on any internal or external part of the Bay House property is strictly prohibited.

## Respecting Your Neighbors

Please be considerate and respectful of your Bay House neighbors by knowing the rules and regulations that apply to all Bay House residents and their guests and by adhering to the following:

Door closed: Keep your hallway door closed at all times to minimize noise in hallways and to neighboring units.

Quiet hours: Keep noise within your unit to a minimum *between 11:00 pm and 8:00 am inside the building and on Bay House property*. As most master bedrooms are adjacent to a neighbor's kitchen, please close cupboards gently and do not use kitchen appliances such as the garbage disposal, dishwasher and washer / dryer during these hours.

TV and sound equipment: Keep TV, radio and other sound equipment volume at a level that cannot be heard in neighboring units.

Solicitation: There is no solicitation by any person anywhere on the Bay House property for any cause, charity or purpose.

## Building Appearance and Housekeeping

Bikes: All bikes are kept in the outdoor bike area and are tagged with your unit number and the year initially placed in the area (i.e.: 101-2019). The bike area is cleaned twice a year and any untagged bikes are removed and donated to charity. **Please note, if you are storing a bike in your unit, only use the padded freight elevator for transporting your bike.**

Exterior appearance: To maintain a uniform and pleasing appearance to the exterior of the Bay House building, no enclosures or projections, *including flags and laundry drying*, are permitted.

Recycling: The Bay House Board of Directors strongly encourages recycling of glass, metal and newspapers. Receptacles for each of these recycle items are located in the bike area near our building's front entryway.

Signs: No signs of any nature are to be posted within common areas or in any unit window.

~~Storage space: Each unit is provided with one storage space, if available, and are tagged with your unit number and initial date of use (i.e.: 101 - 2019). Combustible materials, including old magazines and newspapers, are not to be placed in the storage space. Any item not allowed is disposed of at the Owner's expense. A storage space not properly identified by unit number can be removed at the Owner's expense. If you and another Owner make an agreement for the use of their space, you must submit the Bay House Storage Permit form to the Management Company before using the space.~~

~~Rescinded by Order of Clearwater Fire Marshal May 10, 2022~~

Trash: All trash is placed in a plastic bag and sealed and placed in the dumpster via the trash chute on each floor or the dumpster room on the first floor. *Please note, on Mondays, Wednesdays and Fridays, usually in the morning, the dumpster is moved outside for pick up; during these times, take your trash outside to the dumpster.* Large items, including cardboard boxes, are broken down, taken to the dumpster room and placed in the dumpster or into the recycling bins.

Trash chute rooms: Turn off the light in the trash chute room and close the door after each use and do not stack any items on the room's floor. If your trash does not fit in the trash chute, carry it to the dumpster or appropriate recycling receptacle. *Please note that clothes hangers, large cardboard boxes, pizza boxes, any loose objects not in a bag, and trash bags larger than 13 gallons are not to be placed in the trash chute for safety reasons.*

## Common Areas

Common areas are those parts of the Bay House property that are available to all residents and their guests, including the barbeque, docks, exterior passageways and entrances, hallways and stairwells, landscaped gardens and lawn, lobby and the pool.

Common areas are for the use and enjoyment of every Bay House resident and their guests. Each Owner, resident and their guests are to treat the common areas of the Bay House property with respect and in a manner that does not abridge the equal rights of other authorized users.

Grill: The Bay House pellet grill is provided for the enjoyment of all residents. The pellet grill requires wood pellets, not propane to cook. Unit Owners are responsible to bring their own wood pellets which can be purchased at hardware stores or on line. **Clean grease pan and replace foil after each use. IMPORTANT: ONLY GRILL PELLETS ARE TO BE USED.** No random wood or other burnable objects are to be used. Smoking meat is not recommended on a holiday weekend, i.e., July 4<sup>th</sup>, Memorial Day or Labor Day as that is when many people want to barbeque and smoking food is a longer process.

Damage: Unit Owners are liable for any damages to the common areas of the building caused by that Owner or their family, guests and lessees.

Dock: The dock is a common area for the use of residents and their guests. Slips are limited for the exclusive use of Boat Slip Owners and their invited guests. Please use caution when walking on the dock and note that bicycles, skateboards and roller skating are prohibited on the dock.

Kayak Storage- Owners (not association) bear responsibility for liability and security of their gear. The rack holds 8 kayaks. There will be a waiting list after all racks are full. Waiting list members will pay a \$50 refundable fee when their turn for a space comes up.

### **Rules and Regulations (for all condo association Owners and renters) for launching kayaks and SUP's from the docks:**

1. Kayaks are not allowed to be stored on the dock, moored to the pier or lay on grass for any period longer than needed to launch or come back from use (30 minutes). Violating devices will be removed.
2. All water craft usage needs to adhere to water safety regulations per FWC (<https://myfwc.com/boating/safetyeducation/equipment/>, <https://myfwc.com/boating/regulations/paddleboard/>)
3. Kayaks/SUP launches from the condominium pier are for Unit Owners and renters and their guests only.
4. Launches are from the ladder or from the two docks closest to the sea wall. No launches are to be performed near boat lifts.
5. All users can launch their kayaks/ Sups at their own risk. The association bears no responsibility for the same entry or recovery from the association pier.
6. Launch times are Dawn to Dusk.

Dress Code: Good judgment of proper attire is expected in all common areas. Shoes and coverups over bathing suits are to be worn in all common areas, including the lobby.

No smoking areas: **There is no smoking**, including vapers, permitted in any common area of the Bay House building, including the hallways and stairwells.

Pool: The Bay House condominium has certain State, City and / or County legal and safety requirements that must be met to comply with the law and protect public health as well as restrictions geared to ensuring a pleasant pool experience for all. Whenever using the pool, please observe the following rules, which are also posted at the pool:

- There is no lifeguard on duty. Swimming is at your own risk.
- Shower before entering the pool.
- Children must be accompanied by an adult and must be toilet trained to use the pool.
- No animals are allowed in the pool or on the pool deck.
- No food or drink are allowed on the pool deck within 4 feet of the pool curb.
- No glass is allowed in the pool or on the pool deck at any time.
- The pool capacity is limited to 15 persons.
- No diving is permitted.
- The pool hours are 7:00 am to dusk.

*Whenever using the pool, please be considerate of others.*

As a courtesy to others, we request that you:

- Shut the entry gates to the pool for safety reasons.
- Do not leave belongings at the pool for periods of lengthy absence or overnight.
- Replace pool furniture used in an organized manner on the pool deck.
- Properly store table umbrellas and awnings to their secured position.
- Remove any trash from the pool area or place it within the trash container provided.
- Remember that coverups must be worn over bathing suits in all common areas of the building including in entry areas and please do dry off before walking through lobby areas.

Storage: Common stairways, hallways and passageways are not to be used as storage areas, either on a temporary or permanent basis.

Uncluttered appearance: Windows in your unit – as well as any outdoor area visible from common areas or unit windows – are not used for any of the following: clotheslines, hangers, drying apparatus, laundry, mops, rugs, bedding, towels and bathing suits.



## Unit Appearance and Use

Capacity: The maximum number of permanent residents allowed to reside in a unit is as follows:

- One bedroom: Two persons
- Two bedrooms: Four persons
- Three bedrooms: Six persons

Duty to Maintain: All fixtures and equipment installed within a unit shall be maintained and kept in good repair by the unit Owner. Owners are not to perform any action or allow any condition to exist that could impair the structural soundness or integrity of another unit, impair any easement, adversely affect the value of other units or inversely affect the value of other units. Owners are not to alter the hallway or exterior appearance of any unit.

Mailbox: Mailboxes are to be locked at all times. Parcels/Packages need to be picked up by addressee(s) within 24 hours. Bay House Association is not responsible for any stolen/missing mail, packages/parcels.

When away: When away for a day or more, safeguard your unit by leaving your air conditioning on to prevent mildew, turning off all water valves / circuit breakers / hot water heaters to reduce possible water damage.

Window use: Windows in your unit are not to be used for any of the following: clotheslines, hangers, drying apparatus, laundry, mops, rugs, bedding, towels and bathing suits.

## Leasing

For additional information about leasing your unit, please also review the related bylaws. In summary, unit Owners may lease their unit under the following conditions:

- [The minimum period for a lease is one \(1\) year.](#)
- [The unit must be owned for 12 months prior to leasing.](#)
- The unit may not be leased more than one (1) time during a consecutive twelve (12) month period. The maximum number of permanent residents allowed to reside in a unit is as follows:
  - One bedroom: Two persons
  - Two bedrooms: Four persons
  - Three bedrooms: Six persons
- Only entire units may be leased and only Lessee and the family, servants and guests of the lessee may occupy it.
- The fee for leasing – as well as selling – a unit is \$100.
- The lease must specify that no pets are permitted.
- Written approval of the [Bay House Board of Directors](#) must be gained prior to leasing, and terms and conditions of the lease are subject to approval of the Board of Directors. The Board suggests use of a standardized lease and a copy of it is available upon request from the Board.
- Prior to the Lessee moving in, a signed copy of the lease must be provided to the [Bay House Board of Directors](#) and an interview of the Lessee with the Board must be completed. A copy of the Bay House Condominium Bylaws and Rules and Regulations must be provided to the Lessee by the unit Owner prior to Board approval.
- Any person not registered with Bay House as an Owner or Lessee and residing in a unit are considered a guest(s) for a period not exceeding 30 days. After 30 days, the person or persons are considered a permanent resident, subject to completing a resident form and an interview with the Bay House Board of Directors. Refusal to fill out the form and submit to an interview are grounds for eviction.

**Island Point Inc. No. 1, A Condominium**  
**BAY HOUSE**

**MOVE-IN/OUT POLICY**

**WHEREAS**, in order to coordinate moves, ensure compliance with the bylaws, resolutions and existing rules and regulations, and to recover the costs resulting from maintenance of the common elements used or affected as a result of moves, the Board wishes to establish procedures and impose a single Refundable Deposit covering moves into and out of BAY HOUSE units.

**NOW, THEREFORE, BE IT RESOLVED THAT** the following procedures apply when a unit owner or their lessee moves into or out of a unit in BAY HOUSE.

1. Move-in or move-out is defined as initial move into a unit to establish occupancy or the move out to end occupancy either by an Owner or their Lessee. Move-in or move-out of furniture or appliances requiring hand trucks or more than one person to carry shall be completed on the day of the scheduled move within the allowed hours, 8:00 AM through 5:00 PM
2. All move-ins and move-outs must be scheduled with the Management Company, (Jim Nobles Management, Inc.) in accordance with the Rules and Regulations, and take place Monday through Friday, between the hours of 8:00 AM and 5:00 PM, excluding holidays. *\*Bay House recognized holidays are: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.* The Managing agent or the Board of Directors shall have the authority to prohibit any moves that have not been scheduled and authorized.
3. In order to schedule a move, the Owner or Lessee must notify the Management Company in writing of desired date and time of the authorized move at least five (5) calendar work days prior to the date requested for the move. Monday, Wednesday and Fridays are trash days and coordination is necessary on those days. In order to complete the move in/out request, the resident must provide his/her full name, address, home and cell/work phone numbers, E-Mail address, name of moving company, and contact information for the moving company representative, including his/her phone number. (SEE PERMIT)
4. All move-ins or outs shall require a Refundable deposit of \$500.00. This deposit will be refunded when move is completed and no damage exists to the common area and elevator.
5. Prior to a Lessee moving into a unit, the Owners must provide the Management Company with a signed Lease and Addendum indicating the identity of all principals moving into the unit.
6. During the move, at no time shall the common areas be blocked in a manner to prohibit access by residents, in and/or out of the building. All trash including cardboard boxes shall be removed from common areas and disposed of daily off site. All common elements must be protected from damage.
7. Every effort should be made during the move to reduce noise so that residents are not disturbed.
8. Within 24 hours after a move-in or out, the Board's designated representative and unit owner or representative will perform an inspection of the common elements with to reveal any damage that might exist. If damage to common elements is found to be over the \$500.00 the cost of the repair will be assessed against the Owner of the Unit.
9. Pre and Post inspections of all common areas and elevators that are used will be required. (SEE PERMIT)

**Island Point Inc. No. 1, A Condominium**  
**BAY HOUSE**

**MOVE-IN/OUT PERMIT**  
**\$500.00 Refundable Deposit**

**BETWEEN THE HOURS OF 8:00 AM AND 5:00 PM, MONDAY –FRIDAY EXCLDING HOLIDAYS**

**Owners Name:** \_\_\_\_\_

**Owners Address:** \_\_\_\_\_

**Date requested for Move:** \_\_\_\_\_

**Owners Phone:** \_\_\_\_\_

**Lessee Name:** \_\_\_\_\_

**Lessee Address:** \_\_\_\_\_

\_\_\_\_\_

**Lessee Phone:** \_\_\_\_\_

**Moving Company Information:**

**Name of Company:** \_\_\_\_\_

**Contact Information:**      **Phone:** (      )      **Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**\$500.00 deposit paid:**      (Yes) (No)

**Elevator pads:**      (Yes) (No)

**PLEASE GIVE 24 HOURS NOTICE WHEN ELEVATOR PADS ARE REQUIRED AND FOR HOW LONG.**

**Approved:**      (Yes)      (No)

Date: \_\_\_\_\_ Pre-Inspection Owner \_\_\_\_\_ Association \_\_\_\_\_

**Approved:**      (Yes)      (No)

Date: \_\_\_\_\_ Post-Inspection Owner \_\_\_\_\_ Association \_\_\_\_\_

Island Point Inc. No. 1, A Condominium  
**BAY HOUSE**

**DELIVERY PERMIT**  
**\$250.00 Refundable Deposit**

**Date requested:** \_\_\_\_\_

**Date for Delivery:** \_\_\_\_\_  
BETWEEN THE HOURS OF 8:00 AM AND 5:00 PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAY

**Owners/Lessee Name:** \_\_\_\_\_

**Owners/Lessee Address:** \_\_\_\_\_

\_\_\_\_\_

**Owners/Lessee Phone:** \_\_\_\_\_

**Delivery Information:**

**Name of Company:** \_\_\_\_\_

**Contact Information:**      **Phone:** ( \_\_\_\_ ) \_\_\_\_\_ **NAME** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**\$100.00 Deposit paid:**      (Yes) (No)

**Elevator pads:**      (Yes) (No)

## DELIVERIES

While the US mail, UPS, Fed Ex and Prime make visits to Bay House with small packages almost every day, there are occasions when larger items are delivered – furniture, appliances, large boxes, and construction materials. (Please keep in mind that **remodeling, renovating and window replacement** must be approved in advance and coordinated with the Management Company.)

Deliveries must take place Monday through Saturday between the hours of 8:00 am and 5:00 pm, excluding holidays\*. *Please note* that on Monday, Wednesday and Friday mornings, trash is picked up and space within the circular driveway may be limited during this time.

*\*Bay House recognized holidays are: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.*

Any large deliveries by Owner, Lessee or their delivery company requiring a hand truck or more than one person to carry the item is required to adhere to the following:

- Scheduled at least *48 hours in advance of the date requested* and in *writing* with the **Management Company**. A **Delivery Permit** is provided for this purpose and requires that a full name, address, home / work and cell numbers, email address, name of delivery company and telephone contact information for the delivery company representative be provided. (The Management Company and the Bay House Board of Directors have the authority to prohibit any deliveries that have not been scheduled or authorized.)
- Protected by a *refundable* deposit of \$100. This deposit will be refunded when the delivery is completed and an inspection, within approximately 24 hours of the move, shows that no damage exists to common areas, including the elevator. If the cost of damage repair is found to be over \$100, the cost of the repair is assessed against the Owner of the unit. (It is recommended that you check with your delivery company so they may protect common areas as deemed appropriate.)
- Completed between the hours of 8:00 am and 5:00 pm on the day scheduled.
- Completed using the *freight elevator only*, which will be padded prior to your delivery. (Please notify the **Management Company** if a key to the elevator will be required.)
- Managed so that, at no time during the delivery, common areas are blocked in a manner that prohibits access by residents leaving or entering the building, creates undo noise that would disturb residents, and / or results in trash – including cardboard boxes – being left in common areas.

**PLEASE GIVE 24 HOURS NOTICE WHEN ELEVATOR PADS ARE REQUIRED AND LET MANAGEMENT KNOW HOW LONG THE PADS NEED TO BE UP**

**Approved:**                    (Yes) (No)                    **BY:** \_\_\_\_\_

Date: \_\_\_\_\_ Pre Inspection Owner \_\_\_\_\_ Association \_\_\_\_\_

**Approved:**                    (Yes)                    (No)

Date: \_\_\_\_\_ Post Inspection Owner \_\_\_\_\_ Association \_\_\_\_\_

## Bay House Parking-revised 10-31-21

Each condominium unit owns the exclusive right to one (1) permanent parking space. Your parking space assignment is based on seniority of the purchase date of your unit. Each year, usually in March, the Bay House Board of Directors updates parking space assignments based on any changes in unit ownership occurring in the past year. If a unit owner purchases a second unit or sells their unit and purchases another unit in the Bay House building, they retain their original deed date for parking seniority. Unit Owners with deed date seniority who do not wish to move to their assigned parking space can use the “skip over” process to retain their current parking space. The “skip over” process means a unit owner can keep their current parking spot instead of moving when space assignments are done in March. The next person on the seniority list is then moved to that parking spot. Once the unit owner has opted to use the “skip over” they do not move in the March parking space assignments.

Use of your assigned parking spaces as follows:

- As only one (1) parking space is assigned to each unit, condominium units having more than one (1) vehicle must park additional vehicles on Island Way. If you and another unit owner make an agreement for the use of their parking space, you must submit the **Bay House Parking Space Permission Form to the Management Company** before using the space. If a unit owner wishes to exchange parking spaces with another unit owner, they must submit the **Bay House Application to Change Parking Spaces** to the Bay House Board of Directors prior to this exchange.
- *Caution:* Do not park on the properties of our Condominium neighbors or in the Bay House guest parking area as doing this puts you at risk of having the car towed and facing related retrieval costs.
- Vehicles are parked in designated, marked spaces.
- Vehicles are limited to passenger automobiles, station wagons, passenger trucks, SUVs and street regulation licensed and insured vehicles only.
- Excluded are motorcycles, vehicle trailers, campers, and trucks and vehicles bearing commercial advertising. All motorcycles are to be parked on Island Way because the kickstand damages the sealer on the pavement.
- For parking spaces 26-40 vehicles may be parked facing forward or backed into.
- All vehicles parked on Bay House Property are to be properly licensed and in good operating condition. The vehicle should not leak oil, gasoline, diesel fuel or any other fluid on the property. Vehicle owners are responsible for all costs of cleanup/repairs required for leaking fluids.



- No vehicle repairs are to be performed within the assigned parking space or on Bay House property except those repairs necessary to remove a non-operational vehicle from the property, such as adding fluid, changing a tire or jumping a dead battery.
- Charging of electric cars is subject to and in compliance with Florida Statutes - [click HERE for state statutes additional guidance.](#)
- Washing vehicles on the Bay House Property is not permitted.

In the event of violation of these restrictions, The Bay House Board of Directors is entitled to have the vehicle removed at the owner's expense.

If a unit owner anticipates selling their unit and wants to sell the parking space assigned to their unit, the sale of the parking space must be done before the unit is put up for sale. Each unit must have one (1) parking spot that is assigned to that specific unit so the seller will have the buyer's parking space when the transaction is completed. Forms for the sale of the parking space must be obtained from the Management Company, completed and approved before the sale of the unit.

Renters will use their landlord's assigned parking space, (based on unit owner's date of purchase). Parking is not based on renter's lease date.

**Guest/Visitor Area:** Parking is provided for guests and visitors, including contractors who may be working on your unit. Guest/Visitor parking is on a first come basis. Please take the time to explain these rules to your guests and visitors.

*Short-term Overnight Guests* must place a laminated **Overnight Visitor Permit** on the driver side dashboard of their vehicle for every night they use the space. (Two (2) laminated permits are provided to unit owners. If you need a new permit, please contact the Management Company.)

*Long Term Overnight Guests* must place a laminated **Overnight Visitor Permit** on the driver side dashboard of their vehicle for every night they use a space. After thirty (30) total days in one year, they are considered permanent residents and then need to park in their assigned unit parking space or on Island Way.

**Parking in the Circle:** Parking in the circle in front of the building's main entrance is not permitted per Clearwater Fire Department ordinances. Vehicles are only allowed in the circle for the following reasons:

- Emergency response by fire, police and ambulances
- Reasonably brief periods for loading, unloading and deliveries
- Emergency services to the building
- Limousines and taxis picking up or dropping off passengers
- Service Contractors who must park close to the building in order to use special equipment, for example Stanley Steamer rug cleaning

Vehicles parked in the circle are subject to being towed.

## Pets

### **Pet Policies FOR ISLAND POINT INC., NO. 1A CONDOMINIUM Revised 10-18-21**

The provisions noted here are to clarify condominium document section 3985 page 464 “B An owner who moves **into** a condominium parcel with a pet; in the event said pet dies thereafter, the owner cannot and shall not be permitted to replace said pet.”

Section 3985 page 466 “C. The unit owner shall not permit or allow any pet to walk upon the outside premises of the condominium unless the same is within the confines of the walk areas as are provided and designated as a pet walking area or area. Designated pet walking areas are: Around the kayak rack, near the pool and around the stand containing the bags for pet waste.

#### **PINELLAS PET CODE OF ORDINANCES WILL BE FOLLOWED**

#### **CURRENT OWNERS CANNOT GET A PET.**

##### **A. Screening/Registration**

1. Pet owner must complete a Pet Application Form before occupying the unit. If the pet is a dog or a cat, a current photograph should be attached. The (Condominium manager, board of directors) will present a copy of the house policies to the resident for review and signature.
2. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the apartments (condos) and the common areas by individuals with disabilities.
3. Owners with Emotional Support Animals will adhere to the Florida Law Senate Bill 1084-Emotional Support Animals, enacted on July 1, 2020. Per the law, documentation (provided in advance by at least two weeks) will be reviewed by the association attorney on a case-by-case basis. The form for ESA documentation can be found  
On the condo website at [www.islandpointcondos.org](http://www.islandpointcondos.org).
4. Residents are responsible to inform visiting guests that they are not allowed to have a pet with them during their visit.

##### **B. Permissible Pets**

###### **1. Dog**

Number Allowed 1- Weight Limit 15 lbs.

## **2. Cat**

Number Allowed 1

## **3. Birds**

Number Allowed 2

### **C. Restrictions**

1. Pets shall not be kept, bred, or used for any commercial purpose.
2. All cats, dogs, rabbits, and ferrets must be spayed or neutered by six months of age.
3. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered outside of the unit. Pets must not be left unattended on patios.
4. Pets must be on a leash at all times.
5. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the designated trash areas only.
6. Cat litter may not be disposed of in toilets.
7. Pet waste should not be dropped down trash chutes.
8. Pet owners are responsible for any damage/repair caused by their pets, including cleaning chemicals or other such materials used in an attempt to remedy said damage.
9. No pet shall be allowed to become a nuisance or create any unreasonable disturbance and violations are handled by the bay House Board of Directors in a manner that is first corrective, but if uncorrected can result in a fine or removal of the pet. Unruly and nuisance behavior includes:
  - a. Behavior that causes personal injury to other residents or property damage.
  - b. Continuous or incessant noise for a period of 10 minutes or Intermittently for one (1) hour or more to the disturbance of any person at any time of night or day.
  - d. Pets who relieve themselves on walls or floors of common area of the condominium.
  - e. Pet exhibiting aggressive, threatening or potentially dangerous behavior.
  - f. Pets who are conspicuously unclean or parasite infested.
10. Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).
11. No pet allowed in pool area.

## **D. Enforcement**

Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the (board of directors, managing agent, resident manager, etc.). If the board is in agreement with such complaint, the pet caregiver will receive written notice of the violation. If upon the second violation(s) the problem is still unresolved, arrangements will be made for a hearing. (At the board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The board of directors may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the housing community and its residents.

If so determined, the pet caregiver will have fourteen (14) days to remove the pet from the premises. The board of directors also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

## **MOST FREQUENT UNIT OWNER ISSUES-10/21/21**

To our fellow residents: We have rules and regulations to ensure the safety and enjoyment of ALL our residents. We understand there are a lot of rules and it may be hard to remember them all. Here are the top concerns that are most frequently violated and may result in fines (\$100/day, \$1,000 max per incident)

1. Moving of large items in and out of the building without the moving form and deposit paid. The reason this is enforced is to ensure the elevators are padded, you get an elevator key to avoid holding the elevator door open (causing an elevator repair fee) and that your movers are aware not to park in the circle, especially on garbage pickup days.
2. Contractors not following guidelines. Contractors have dumped tile and other slurry down drains (causing a very expensive cleanout), they have plumbed waste pipes into our venting pipes, dumped their garbage in our dumpster and dragged dirt and dust through our hallways without plastic protection. Ensure you have filled out the remodeling form, your contractor is licensed and insured and they clean up after themselves.
3. Not filling out the visitor form. This is a safety issue. If a fire or other emergency were to happen in the building, it is important that we know all residents and guests are out of the building during an emergency.
4. Pet policy. The by-laws are rules we cannot change without a 75% approval of all residents. So please abide by the pet rules. Mainly that an owner cannot get a pet after they move in, and guests are not allowed to bring pets into the building. Service animals are allowed but the proper documentation is reported and filed by the property manager.
5. Parking - the guest parking lot is only for guests. Residents with two cars cannot park their second car in the guest parking. Owners who rent their unit may not park in guest parking.
6. The pool may not be used after dusk. This is a city ordinance. They will shut our pool down if anyone is caught in the pool after sunset.
7. Dumping of large or smelly garbage down the chute. Please ensure your garbage is tightly tied up in a good brand garbage bag no larger than the 13-gallon size bags for kitchen garbage pails. Do not throw smelly waste like fish guts and other smelly waste. Hold that until the dumpster is outside for collection.
8. No smoking in common areas, especially the stairwells. Smoking is only allowed outside the building, preferably by the ash tray in the corner of the knee wall by the dock. Residents who do not smoke should not be subjected to others that do smoke.
9. Guests who are staying/living in a condo unit for 30 days or more will be considered a resident and will need to be interviewed by the Board of Directors for security reasons.

**PLEASE GIVE 24 HOURS NOTICE WHEN ELEVATOR PADS ARE REQUIRED AND LET MANAGEMENT KNOW HOW LONG THE PADS NEED TO BE UP**

**Approved:**                    (Yes) (No)                    **BY:** \_\_\_\_\_

Date: \_\_\_\_\_ Pre Inspection Owner \_\_\_\_\_ Association \_\_\_\_\_

**Approved:**                    (Yes)                    (No)

Date: \_\_\_\_\_ Post Inspection Owner \_\_\_\_\_ Association \_\_\_\_\_