

Rules and Regulations

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Point East Condominium
3801 S. Atlantic Ave
New Smyrna Beach, FL 32169
Office 386-427-3894
Fax 386-427-5112
Email pecondo@cfl.rr.com
Rentals www.pointeasterentals.com



Point East Condominium

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Use of Unit

1. Each unit shall be used only for the purpose of a single-family residence, except as the Association may otherwise designate as provided by the Declaration of Condominium.
2. Each unit shall be identified by a unit number mounted outside the unit entry door. Owners are responsible for replacement of any damaged or destroyed identifying unit numbers.
3. In the event a unit is rented, the entire unit must be rented and occupied only by the tenant and registered guests. In the event the unit is rented the unit owner(s) are not permitted to use the common areas of Point East unless invited by the tenant. No rooms or parts of a unit may be rented. The Association limits unit occupants to 6 for all units.
4. Unit rentals will be for not less than four (4) consecutive occupied nights.

Use of Balcony, Patio and Walkways

1. The balcony, walkway and stairwell railings shall not be used for hanging clothing, bathing suits, towels, rugs or any other objects. No objects shall be attached, affixed, glued, etc., to any balcony, walkway or stairwell railing.
2. The balconies and patios shall not be used as long term storage area, except for patio furniture, which shall be kept in a condition so as not to create an eyesore.
3. County Fire Code 19.11.7, For other than one and two family dwellings, no hibachi, gas-fired grill, charcoal grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion or within 10 ft. of any structure. Electric grills are permitted on patios and balconies.
4. Patios and balconies shall not be used in a manner so as to infringe on the enjoyment of the unit above, below or to the side. Rugs may not be shaken over the balcony railings.
5. Owners cleaning second and third floor balconies should do so only after informing the occupants below and only in a manner that does not infringe or inconvenience such occupant; further, such owner shall be responsible for cleaning any such debris, which may fall to the patio unit below.
6. No objects or humans shall be tossed or thrown from the balconies or walkways.
7. Unit garbage is not to be set outside on the walkways, balconies or any common area. Please discard all trash/garbage immediately in the dumpsters located on the north and south side of the building.

Maintenance of Unit

- 1. Each unit owner shall exercise reasonable care to maintain the interior installations of his unit and to keep same in reasonable repair so as not to cause damage to any other unit.**
- 2. Each owner shall maintain such unit's windows, screens, sliding glass doors, entrance doors, storm doors and exterior hardware in reasonable repair so as not to cause damage to any other unit. Locks must work on sliders, windows and doors at all time.**
- 3. Entry door locks can only be replaced through the office. The association uses a sophisticated security lock system that can only be replaced/repared by our authorized locksmith.**
- 4. Any portion of window coverings, including shades, vertical blinds, mini-blinds, Venetian blinds, interior shutters, draperies or panels, visible from the exterior shall be white in color and conform to specifications set by the Board from time to time.**
- 5. Air conditioning units placed outside the units shall be installed in accordance with approved plans. See Manager for installation procedures and unit placement.**
- 6. The Association provides unit pesticide service and air conditioning filter checks and/or replacement on a monthly basis (not to include flea protection or treatment, which is the owner's responsibility). The Association is granted, by statute, the irrevocable right of access to each individual unit. The unit owner, not the condo association is responsible for any damage incurred in obtaining access to the unit if access is not allowed, Chapter 718.106.(3) AND 718.114(5), F.S. The manager needs a key to every unit for pest and emergencies or we will have one made and bill the owner.**
- 7. Major unit renovations that would disturb surrounding units should be limited to the "off season", which would be April-May and September-November. Owners should inform office of any contractors that will be entering a unit or requesting keys. All contractors are required to provide proof of insurance and licensing. Renovation/Repair work is limited to Monday – Friday, 9am – 6pm. Units on the 2nd and 3rd floors that will be installing tile or other hard surface flooring are required to install underlayment to reduce noise to the units below.**

Alterations and Repairs of Unit

- 1. Alteration and repair of Condominium buildings and all common areas, as defined in the By-Laws and other Condominium documents, are the responsibility of the Association.**
- 2. Any changes affecting the exterior appearance of the buildings are subject to approval by the Board of Directors (hereinafter "Board") and may be made by an owner only with the Board's written approval.**
- 3. Replacement and/or installation of windows, doors, sliding glass doors, sunscreen film, screen doors and /or shutters are the responsibility of the unit owner, and shall comply with Volusia County and the City of New Smyrna Building Codes; provided, however, that the style, composition must conform to the Board's specifications. Prior to installation of any of these items, the unit's owner shall give written notice and supporting documentation to the Architectural Review Committee on such forms as may be required by the Board. See Manager for forms, color specifications, style and documents required.**
- 4. Any plants, shrubs or trees planted on the common areas shall be approved by the Board and become the property of the Association.**

Dogs, Cats and other Animals

- 1. Owners shall be considerate of the rights of other occupants at all times when housing an animal in their unit. Animals are to be kept within the unit or under control (either carried or on a leash) at all times when outside said unit.**
- 2. Renters are prohibited from having any animals except for certified service dogs.**
- 3. No animals are allowed in the pools, courtyard and seawall or in common areas including laundry rooms, meeting rooms, owner's storage rooms, etc.**
- 4. Reasonable care is to be exercised by owners to ensure their animals do not defecate on any portion of the common areas except the designated area between the west sidewalk and Atlantic Ave. Owners are responsible to immediately pick up and dispose of their pets waste in a sanitary manner.**
- 5. Owners shall have reasonable right of way to walk their animals from their units using the exterior walkways around the exterior of the property. At no time are animals permitted in the courtyard.**
- 6. Volusia County ordinances currently prohibit animals on the beach and owners are responsible for complying with all such ordinances.**
- 7. Any owner shall indemnify and hold harmless the Management and the Association against any loss or liability of any kind arising out of having any animal on the Condominium property.**

Use of Parking Area

- 1. Owners' boats and trailers shall only be parked in designated parking spots on the west side of the building. No owner or guest may occupy an RV overnight. Owners are permitted overnight parking to load and unload an RV. Tenants are not permitted to park an RV on the property. All boat, trailer and RV parking should be cleared with the Manager.**
- 2. Any automobiles, boats, trailers, recreational vehicles or motorcycles parked on the premises shall at all times be currently registered, licensed and operational. Each owner is issued two (2) window parking permit stickers and two (2) review mirror guest permits. All tenants will be issued parking permits with unit number and expiration date from the office. All owners and guests must display a visible approved parking permit or risk their vehicle being towed.**
- 3. No trucks larger than pick-up trucks shall be parked on the property unless on the premises in connection with authorized commercial service activity.**
- 4. No mechanical work on any vehicle shall be done except as may be necessary to start a vehicle or to change a flat tire.**
- 5. Automobiles, boats, trailers or motorcycles may only be washed in the designated wash area located at the south-west and north-west corner of the parking lot near the property entrances.**
- 6. At times of high occupancy additional parking is available at the adjacent 27th Avenue Park or at the shopping center south of the Point East property.**

Use of Facilities

- 1. All facilities of the Condominium, including laundry rooms, shuffleboard courts, pools, pavilion, library, boardroom, seawall, etc., are for the exclusive use of the owners and occupants. Identification may be requested of any person using the above facilities to ensure that any trespassers can be evicted from the property**
- 2. Any and all use of the premises, including common areas and facilities, shall be in such a manner as to respect the right of other residents.**
- 3. Use of the pavilion shall be approved by the board of directors and controlled by regulations issued from time to time by the Association. Owners and Guests are permitted to reserve the common areas up to 3.5 hours at no cost with prior approval from the office. Rates for reservations exceeding the 3.5 hours will be incurred and set by the Board. The office must also be notified of the number of occupants (pavilion maximum 65, board room maximum 35) nature of the event and unit the owner sponsoring the event as well as providing a hold harmless and securing an event policy insuring the event.**

4. No skating, skateboards, roller blades, bike riding, Frisbee, football, baseball or other flying objects are permitted in the courtyard at any time including all common areas and the parking lot.
5. Any persons in violation of these rules, causing disruption or creating an unsafe or unsanitary condition in or around the pools or any of the facilities at any time shall leave the area immediately upon request of any owner or occupant observing such misuse. Should any such person refuse to leave, the manager should be notified immediately. If necessary call the New Smyrna Police Department Non-Emergency Number 386.424.2000. Any unit owner that become becomes 90 days delinquent of any fees will be prohibited from use of common areas including but not limited to the pool, pavilion, shuffle board courts, library, board room, etc., this also applies to guests of the owner and tenants of the owner.

Use of the Pavilion

1. The pavilion is available from 8am – 10pm. The wireless Internet is available at the pavilion.
2. Ice Machine/Television Access – Owners are given a personal private code to access the ice machine, which is exclusively for the owners use. The television is also exclusively for owner's use and all controls for the cable box and TV are located in the locked cabinet along with the ice machine. Owners who are allowing non-owners access to owner only areas will have their personal private code turned off.
3. Grills – The grill is on a first come basis. Should the pavilion be reserved a notice will be posted on the office window. The reservation will also include the exclusive use of the grill and the TV. An adult must be present at all times during the use of the grill. Owners and guests are required to adequately clean the grill after each use and ensure that the propane/gas is turned to the off position.

Use of Swimming Pool and Pool Deck

1. There is no lifeguard on duty. Each owner or occupant is responsible for his or her own safety, and for the safety of their minor invitees, in and around the pools.
2. Children under 12 years of age must be escorted and monitored by an adult.
3. Children in diapers should use the wading pools and must wear swimmies (swimming diaper) and a bathing suit. Swimmies are not bathing attire. **NO DIAPERS ALLOWED IN THE POOLS!!!!**
4. Persons must shower to remove tanning or sun lotion and/or beach sand and salt before entering the pools.

5. Proper swimming attire must be worn at all times in the pool (no cut-offs). T-shirts or sun protective clothing may be worn over one's swimsuit for extra protection against damaging sun rays.
6. No floats or rafts are allowed in the pools. Children's flotation devices and toys must be used so as not to inconvenience other swimmers, and should be removed upon leaving the pool.
7. No glass bottles or containers are allowed in the pool or the surrounding pool deck.
8. No food is allowed within four feet of the pools; containers for food consumed at the tables on the pool deck must be removed after use. No food is allowed in the pools.
9. No rowdiness, horseplay or ball playing, which would cause endangerment or infringe upon the enjoyment of the pool by others is allowed in the pools or pool deck area.
10. Chairs and lounges are not to be removed from the pool deck and are NOT to be taken to the beach. Reserving chairs and tables is prohibited.
11. No diving or running flips in the pool.

Use of Elevators

1. Elevators are located on the north and south side of the buildings.
2. Carts and luggage racks are stored under the stairwell across from the elevators. Please return carts and racks after each use

Use of Courtyard

1. The courtyard may be used from time to time for Association events, such as picnics or barbecues for Association members or for winter renters, or for owner sponsored special events, such as wedding or receptions for family members.
2. Anyone wishing to host such an event must obtain prior approval of the Board, and make arrangements with the manager as to the timing of the event and the number of guests attending, and to ensure full compliance with the rules and regulations and sign a hold harmless and provide a one-time even policy.
3. Any such event shall be conducted so as not to infringe on the rights of any other occupant to full access to the facilities, and to the full use and enjoyment of the pool, pavilion and sea wall areas.
4. At the conclusion of any event, the owner or committee hosting the event will be responsible for returning the property in good condition, either immediately following the event or during the morning thereafter. Such owner or sponsor will be fully responsible for repairing any damage, whether to the landscaping or otherwise.
5. The manager shall post the timing and purpose of such events in advance.

Use of Laundry Rooms

1. There are 2 laundry rooms located on each floor, South-West and North-West corners of the building. Be courteous and remove your laundry from the machines when they are done.
2. Do not place laundry baskets or cleaning product on top of the machines as it will scratch the machines.

Sale and Rental of Unit

1. Each owner selling or leasing his unit must comply with the terms of the Declaration of Condominium documents and these Regulations. An “Intent to Sell” form must be completed and Approved by the Association before such long-term lease or sale are finalized.
2. Open Houses are permitted on the 3rd Sunday of each month. Signs (2) for the open house are only permitted on Atlantic Avenue from 10am – 4 pm. The office shall be informed of any open house.
3. Condominium management provides services to unit owners as it pertains to the operations and maintenance of the condominium buildings, grounds and common areas. The Association will allow the on-site maintenance to enter a unit for up to 15 minutes to make minor repairs. Any repair beyond 15 minutes will need to be scheduled with the maintenance personnel after regularly scheduled hours and the unit owner is responsible for payment for such repairs.
4. No signs, advertising or notices of any kind or type whatsoever, including, but not limited to “For Rent”, or “For Sale” signs, shall be permitted or displayed on the interior of any unit or shall be permitted or displayed on the exterior or of any unit or shall be visible from any unit or such sign be posted any place whatsoever on the grounds of the Condominium property, unless specifically authorized by the Board.
5. An owner who sells or transfers his unit shall reimburse the association for reasonable expense required for the sale or transfer not to exceed \$50.00

Taxes and Expenses

1. An owner of a unit shall pay all ad valorem taxes on his particular unit, whether assessed directly or assessed against the condominium as a whole and prorated by the Board of Directors of the Association.
2. The association shall provide, as a common expense, one basic cable T.V. connection (hook-up) for each unit and 2 digital converter boxes.
3. Each owner shall be responsible for payment for all utilities, which are metered separately to his unit.

Disturbances

1. Each owner or occupant must exercise reasonable care to prevent any disturbing noises in the unit or on the Condominium property, whether made by himself, invitees and pets, and, upon being notified that any such disturbance exists, shall take immediate action to stop such activity and/or evict such invitees, so as not to further interfere with the rights, comforts or convenience of other occupants.
2. Each owner or occupant should be respectful of the rights of others, and the premises shall be used in a quiet manner after the hours of 11:00 p.m. and before the hour of 9:00 a.m., so as not to disturb other occupants.

KNOWLEDGE OF CONDOMINIUM DOCUMENTS AND REGULATIONS

1. All owners of Point East Condominium units are assumed to have knowledge of and to abide by, the provision of the Point East Declaration of Condominium, its By-Laws and Rules and Regulations of the same.
2. Owner and/or Rental Manager who rents unit(s) are responsible for their tenant's adherence to these provisions. Failure of the tenant to observe same may result in termination of the lease or rental agreement.