

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

4800 Ocean Beach Blvd.
Cocoa Beach, Florida 32931-3701

HOUSE RULES & REGULATIONS

The following House Rules & Regulations have been approved by the Board of Directors on **04/21/2022**. These Rules apply to all Owners, Residents, and Guests while on Atlantique Condominium Property. If a House Rule & Regulation conflicts with any of The Atlantique bylaws, amendments, or articles of incorporation, the latter will take precedence. These House Rules & Regulations supersede any previously issued House Rules & Regulations.

1. ENFORCEMENT OF ADMINISTRATIVE HOUSE RULES & REGULATIONS

It is the responsibility of the condo Owner(s) to assure that he/she, invited guests, and tenants are aware of and comply with the House Rules and Regulations {HRR} as approved by the Condo's Board of Directors. The Board of Directors may take legal action to enforce the House Rules & Regulations. The cost of such legal action will be borne by the owner or owners involved. If residents or guests fail to comply, the Board of Directors, through their appointed representative, shall ask the owner to take appropriate action. The Board of Directors may ask any resident or guest, not in compliance, to leave the premises.

2. POSTING OF HOUSE RULES & REGULATIONS

A copy of current House Rules & Regulations will be prominently displayed in each Unit not occupied by permanent residents. Owners who are not permanent residents must assure that their rental agents are aware of the House Rules.

3. RENTAL or LEASING

All rental or leasing periods shall **not be less than 60 consecutive days**. No sub-leasing is allowed. Owner's must have applicant submit to Property Management Company a LEASE REGISTRATION FORM at least 5(five) days prior to occupancy. **Attachment # 1; 2 pages**

4. OCCUPANCY

Occupancy is limited to the following: One bedroom and efficiencies bedroom Units- Four Persons, Two bedroom Units- Six Persons, 3-bedroom Units- Eight Persons.

5. POOL RULES

Pool hours are quiet (adult) swim from 8 AM to 9 AM and regular pool hours from 9 AM to 10 PM.

No items are to be draped over the pool fence. Proper swimming attire is required in the pool. Young children must wear leak proof baby swim pants. No diapers are allowed. Leakage or a spill of human waste will result in closing the pool for sanitation reasons!

Inexperienced swimmers must be accompanied by experienced swimmers; no life guard is on duty.

All sand, tar, excess lotions, bandages, and Band-Aids etc. must be removed from the body before entering the pool. Shower and tar removal facilities are provided at the beach boardwalk.

No surfboards, Frisbees, large balls or toys are allowed in the pool. Floats used as swimming aids, including 14" kick boards, foam weights for water aerobics, and noodles are allowed. Rubber or small plastic toys, etc. that are not disruptive to other occupants are acceptable.

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

4800 Ocean Beach Blvd.
Cocoa Beach, Florida 32931-3701

HOUSE RULES & REGULATIONS

5. POOL RULES (Continued)

No food is allowed in the fenced-in pool area. Beverages, in unbreakable containers only, are permitted in the pool area. The Atlantique Condo Assn. is not responsible for accidents in the pool area. **NO LIFE GUARD IS ON DUTY.**

Those with transmittable health problems are requested not to use the pool.

The gate to the pool should remain locked at all times. **The House/ Pool Key is required for entry.**

6. BBQ GRILLS & PICNIC TABLES

The grills are on a first come, first use basis. Please be courteous of others wanting to use the grills. In other words, "Don't be a Grill Hog!" Grills must be cleaned after each use, and charcoal to be disposed of in the metal pails and re-secure the lids. Unless another resident is going to be using the grill, then we suggest leaving the charcoal for them to use as well. Then use the hose by the pool-house to spray the bottoms of the grills out, rinse the concrete patio off, and return the hose when finished.

Discarded food items should be tightly bagged and placed in the trash dumpsters at the west end of the buildings.

7. BALCONIES

No items of any kind will be hung over the balcony railings.

No items, such as mops, dust cloths, vacuum cleaner bags, and brooms will be shaken from balconies or walkways, or in halls or stairways.

Per Florida Statute 633.025 and Florida Fire Code 69A-60.025, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking shall be used or kindled on any balcony or under any over-hanging portion of within ten (10) feet of any structure.

Only electric grills can be used on any balcony or patio, and care must be taken to avoid soiling walls, railings, etc. Owners will be responsible for damage to common property by such use.

No tile, carpets or pads are allowed on balconies except for mats not to exceed 18" by 30" at a door entrance.

Owners and residents are encouraged to move all balcony furniture inside during prolonged absences, particularly during the summer and fall months of hurricane season. If Property Management Company is required to clear balconies during a hurricane threat, the owner will be billed.

8. CARPETING AND WALKWAYS

Care must be taken to avoid soiling carpeting in halls elevators and paint on walkways by tar sand and water. Such substances must be removed from feet, chairs, etc before entering the buildings. Materials for this are provided at the beach boardwalk. Bags of trash are not allowed temporarily in the hallways prior to depositing down trash chutes.

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

4800 Ocean Beach Blvd.

Cocoa Beach, Florida 32931-3701

HOUSE RULES & REGULATIONS

9. PETS

- a) No pets are allowed to reside on the premises of the Atlantique Condominium Complex.
- b) No pets are allowed to visit the premises of the Atlantique Condominium Complex.
- c) Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Management Company, each Unit Owner and the Association in such regard. Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate shall be deemed to hold the Association, and the Management Company, harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, which may arise due to the maintenance of pets as contemplated herein.
- d) A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property.

PLEASE REFER TO THE ATTACHED "SERVICE AND EMOTIONAL SUPPORT ANIMAL POLICY" FOR REASONABLE ACCOMODATION REQUEST. Attachment # 2 – 7 pages

10. Vehicles and Parking

The following restrictions apply:

- A. Prohibited Vehicles or Items. This Subsection A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the Condominium Property, unless such vehicle or item is also listed in Subsection B below, in which case it shall then be permitted: Agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; semis, tractors or tractor trailers; buses; recreational vehicles;

trucks; vans; limousines; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; truck campers and foldout campers; tents; mobile homes; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; boats and boat trailers; golf carts; any other trailer, and other such motor vehicles.

B. Exceptions to A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 12.4.

1. Moving vans for the purpose of loading and unloading, and only during reasonable hours.
2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, servicing the Properties, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency vehicles.
5. Motorcycles, mopeds, minibikes, bicycles, and the like. Motorcycles, mopeds, minibikes, bicycles, and the like are permitted but cannot be driven on the Properties except to enter and exit the Properties. These vehicles must be parked in the unit parking space provided and cannot be parked in the patios or other common areas.
6. Certain Trucks and vans, including sports utility and sports activity vehicles which are permitted. A 2-axle van or 2-axle sports utility or sports activity vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which fits wholly within the confines of a parking space. Pick-up trucks are allowed so long as they are not a commercial vehicle as defined below and so long as they fit within the confines of the unit's parking space. No pick-up truck shall contain dualies or over-sized tires, shall not exceed twenty-one (21) feet in length, nor more than seven (7) feet in height.

- C. Definition. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). The Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo or a vehicle with a removable sign or logo shall not, when the sign/logo is either covered or removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.
- D. The following additional regulations apply:
1. All units are assigned one (1) parking space. Owners and tenants must first use their assigned parking space, and any other vehicle must be parked in the guest parking area. Only one vehicle per parking space.
 2. The Association's parking permit stickers must be displayed on any vehicle's driver-side back window or driver-side front window. Alternatively, an owner or tenant may request that the Association provide a "hanging" parking permit, to be used on the vehicle's rear-view mirror.
 3. Any guest, visitor, or occupant without an Association parking sticker/permit must park in the guest parking area, located to the south of the building and vehicles must be logged in the parking logbook located in the office lobby. These parking spaces are designated by letters A thru N and will require a hanging guest parking permit to be displayed on the front windshield. Guest parking passes will be provided by the Association upon the owner or tenant's request.
 4. No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, replacing broken glass or the changing of tires of a vehicle are permitted.
 5. No motor vehicle which is of the type of vehicle which is not currently registered and licensed shall be driven or operated on any of the Condominium Property at any time for any reason.
 6. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
 7. All vehicles shall be operable and bear a current license plate. Vehicle covers are not permitted without Board approval and unless the Association parking sticker or tag is visible in a weatherproof sleeve on the outside of the cover.

8. No parking space shall be used other than for the purpose of parking vehicles.
 9. No limited common element parking space assigned to an Owner and Unit shall be used by any other Owner, tenant or guest without the permission of the Owner whose Unit is assigned to the limited common element parking space.
 10. Loud mufflers are prohibited.
 11. All vehicles must fit within the parking stripes.
 12. Parking is not permitted on patios or anywhere else on common area that has not been designated as a parking area.
 13. Service parking spots are clearly marked. No owner, tenant, resident, or guest may park in a designated service parking space Monday through Friday between 8AM and 5PM.
- E. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed or “booted”, the Association shall nonetheless have the right to seek compliance with this by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents or Rules and Regulations. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.4.
- F. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. The Association also has the option to “boot” the Prohibited Vehicle or improperly parked vehicle. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.”

11. NOISE

Television, radios, musical instruments etc. as well as voices must be kept at a reasonable level for the benefit of all. The architecture of the buildings causes sounds to be magnified and transmitted throughout. Television, radios, or other sound equipment used in the common areas must be kept low so as not to annoy others in the area. Children are not to play or run in the hallways, walkways, stairways, elevators, or parking lots. Noise is to be kept to a minimum.

Quiet hours are after 10:00 pm weekdays, and 11:00 pm on weekends per Cocoa Beach noise ordinance. Let us respect one another.

12. EMERGENCY ENTRY

The Association has the right of immediate emergency entry into all Units in accordance with Chapter 719, Florida Statutes governing condominium law. The owner of each Unit must deposit a key for each door lock with the Property Management Company. Property Management Company may have keys made, at owner's expense, when keys are not provided. An emergency shall include, but is not limited by, any instance to check for suspected water or fire damage, or offensive odors. The Association may take such steps as necessary to alleviate the problem.

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

4800 Ocean Beach Blvd.
Cocoa Beach, Florida 32931-3701

HOUSE RULES & REGULATIONS

13. ELEVATORS

Elevators must not be used as play areas. The RUN/HALT switch has been removed and a key switch has been installed. In the event of a problem, Property Management Company is to be notified first. **The fire department is a last resort.** Emergency information is posted near elevator door. Elevators are not to be placed on hold for extended periods.

14. LAUNDRY

Laundry facilities are on each floor of the center building and are available via the condo provided House Key. All users are expected to keep the facilities clean & leave the lid on washers open when finished to prevent rust buildup. Lint screens on dryers should be cleaned after each use to prevent dryer overheating and dryer fires. **Hours are from 8 am to 10 pm.** If you are not in attendance when machines are running, doors are to be kept locked. Service problems should be emailed to: the atlantique@yahoo.com

15. SPORTS AND PHYSICAL ACTIVITIES

Activities detrimental to lawns, shrubs, sprinkler systems or a possible hazard to people or property are not allowed. Bicycles, skateboards, roller skates, etc., are not to be used on Atlantique property except when entering or leaving the parking lot. Frisbees, bows and arrows, air guns, yard darts, ball playing, and similar activities are not to be engaged in or on Atlantique property.

16. RECREATION ROOM

The Recreation Room is for private use by owners or residents. A calendar is located in the office to reserve the room. Sign on the specific day with name, unit number and time of use. The signee is to leave the room clean and orderly with all equipment returned to proper storage areas. Any damage to the room or equipment will be charged to the person making the reservation. Children are not permitted in the Recreation Room without a supervising adult.

17. ADVERTISING AND SOLICITATION

No sign, advertisement or notice will be displayed on any portion of the Atlantique properties except for the bulletin board in the office. Items pertaining to condominium functions may be displayed on the bulletin boards. No solicitation of any type is permitted on any portion of the Atlantique properties, with the exception of realtor's advertisements of open house notifications.

18. TRASH

Recyclable materials should be placed in the bins in the recycle area. Trash facilities are provided at the West end of each floor. **Do Not put Food or Grease down the Drains** Garbage and refuse must be put into securely fastened bags and put in the refuse chute or dumpster. **NO BOXES of any kind down the chutes please** as they tend to clog the chute. No items which could cause a fire, such as broiler charcoal, may be put into the trash chutes or dumpsters.

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

19. USE OF UNITS

No illegal or improper use shall be made of Atlantique property nor any part thereof, and all laws, zoning ordinances and regulations of governmental authorities shall be observed.

4800 Ocean Beach Blvd.
Cocoa Beach, Florida 32931-3701

HOUSE RULES & REGULATIONS

20. LOCK OUT PROCEDURE

Anyone locked out from their unit can get assistance through a local lock smith. It's recommended that owners avoid this inconvenience and expense by installing a relatively inexpensive number coded combination lock.

21. SELLING & BUYING FEES

When a selling owner submits to the Board a copy of a contract to sell a Unit, it must be accompanied with a fee of \$75 to cover the cost of service and posting access for all other owners. **The 10-day period for First Rights of Refusal will not begin until the fee is paid.** A charge will be assessed for Letter of Estoppel requested by the Title Company for closing. If an owner requests a paper copy of the condo documents a cost of \$50 will apply.

22. MAINTENANCE FEES

Maintenance fees are due on the first of each month. A notice will be sent the 1st day of the second month to the owner whose payment has not been received by the last day of the month, informing the owner of the interest due, which is 1.5% of the overdue amount and also informing the owner if payment is not received by the end of the second month, an additional \$25.00 late fee plus accumulated past due interest will be charged. If payment is not received, his account will be turned over to an attorney on the 1st of the third month to file a lien against the property. The attorney will send the owner a certified letter informing the owner that a lien has been placed against the property for past due fees, interest, late charges, costs and attorney fees.

23. MAINTENANCE RESPONSIBILITIES

- a. The Condominium Association is responsible for:
 - i. Air conditioner compressors and air handlers, wherever located, and their connections.
 - ii. All Common Property, including limited access areas such as balconies and parking spaces.
 - iii. Electrical and plumbing service to the point where a Unit's service is connected to the common condominium lines.
 - iv. Damage to a Unit due to water entering through Common property walls or ceilings except floor, ceiling and wall finish coverings.
- b. Unit owners are responsible for:
 - i. All windows, sliding glass doors, screens and front entry doors. All appliances and plumbing fixtures and their connections to the common condominium lines; This includes all electrical lines and equipment, including the circuit breaker box; all plumbing lines, sinks, commodes, tubs, showers and their traps, and overflows; any and all interior finish coverings including floor finish covering, paint, wallpaper, plaster, and any other surface covering.

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

- ii. Damage to walls, floors and ceiling of the owner's Unit or other owner's Units, caused by liquid, fire or smoke from any source within the owner's Unit except air conditioning equipment.
- iii. Damage to common property, or other owner's property, by the owner, his tenants, guests, his tenant's guests, or by the pets and vehicles belonging to the above.

4800 Ocean Beach Blvd.
Cocoa Beach, Florida 32931-3701

HOUSE RULES & REGULATIONS

24. MAINTENANCE REQUEST

Any requests for work pertaining to , air handlers, or plumbing problems that the condo Association is responsible for **should be e-mailed to theatlantique@yahoo.com**

25. OBSTRUCTIONS

Sidewalks, entrances, walkways, stairways, corridors, and halls must not be obstructed in any way. No items of any type will be stored in these areas.

26. OUTSIDE SERVICES & MAINTENANCE

Owners must submit to Property Management Company the INSTALLATION APPLICATION FORM **Attachment # 4**, for any renovations, remodeling, and/or exterior modifications. Repair and maintenance work are permitted Monday through Friday from 8 AM to 5 PM. Permission must be obtained for work at other times, including Holidays.

Except in an emergency, twenty-four hours' notice must be given to Property Management Company if plumbing work will necessitate a water shut-off. A notice will be posted on the bulletin boards advising such.

27. TV CABLE

The TV cable supplier (Spectrum) is responsible for all signals to the wall plate in each Unit. The owner is responsible for all connections and repairs after the wall plate. Should TV cable services become an issue, the owners are responsible for contacting Spectrum to remedy any cable TV issues.

28. ELECTIONS

Election procedures and voting will be as outlined on the election ballots and Proxy letters. Election procedures will be directed by the Property Management Company in accordance with Chapter 719, Florida Statutes governing condominium law.

29. OWNERS VOICINGS AT BOARD MEETINGS

Each owner may speak on agenda items with a time limit of three minutes per item. Having spoken once, the owner must wait until all other owners have had a chance to speak before being recognized again.

30. INSTALLATION OF SHUTTERS

Advance notice must be given to the Board of Directors. This notice must include assurances that provisions of **Attachment # 5** to these regulations will be met. Written Board approval and a written statement of indemnity from the owner must be obtained before any installation is started. All

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

maintenance of the shutter installation is the responsibility of the unit owner and will be provided by a licensed and bonded contractor.

31. ASSIGNED STORAGE

Assigned shared storage spaces for east-facing units are located on the unit's floor, next to the east stairwell. The assigned storage spaces for center building units are adjacent to the unit itself. For all other units, please refer to the **Attachment #6** grid for the location of the unit's designated storage space. **Personal Property is to be stored in owners' storage bin. Bicycles are to be noted with owner's unit number and stored in designated bike storage areas.**

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

4800 Ocean Beach Blvd.
Cocoa Beach, Florida 32931-3701

HOUSE RULES & REGULATIONS

32. TILE INSTALLATION & SPECIFICATION

Before the installation or replacement of tile or vinyl flooring is installed or replaced on second or third floor units, soundproofing must be installed under the tile. Specifications for the tile must be submitted to the Atlantique Board for approval before commencement of the installation and inspection of the job allowed to ensure the Soundproofing is being put in place. No tile, **carpet or floor coverings of any kind** will be allowed on any balcony **or patio**.

33. SATELLITE DISHES

Satellite dishes may be located on balconies (patios) with the following conditions:

- a. The dish assembly must be free standing and not attached to any part of the limited common property.
- b. Any base for the support of the assembly must not rest fully on the patio deck but be supported on not more than 4 legs not to exceed 2 inches square to provide a minimum 1/2 inch clearance between the base and the deck.
- c. The overall height of the assembly must not exceed the height of the balcony railing or 36 inches.
- d. Any wall penetration for wiring must be fully sealed both inside and outside.

Board approval, which will not unreasonably be withheld, must be obtained prior to the use of a dish by a unit occupant. Any damage to your apartment, other apartments or common property caused by the presence of a satellite dish will be repaired at the expense of the unit occupant.

34. WINDOWS,SLIDERS,SCREENS,DOORS

Owners are responsible for all windows ,screens, sliding glass doors and front entry doors.

Replacement windows and sliders must meet current Building Codes for impact resistance. Windows, Sliders and Screens must be white, vinyl or aluminum, with plain glass, No Mullions. All replacements must be permitted. Owners must fill out an **Installation Application Form** and submit NOA's for the product being installed to the board for approval.

Front Door replacements must meet current Building codes and be permitted. **All entry door replacements MUST BE INSWING DOORS ONLY**. Only plain smooth doors are to be installed, No paneled doors or doors with glass are allowed. Peepholes are allowed to be installed in the new door. The Association is responsible for painting the exterior of the new door. Owners must fill out an **Installation Application Form** and provide NOA's for product being installed for board approval.

IT IS UP TO ALL OWNERS TO HELP ENFORCE THE HOUSE RULES.

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

4800 Ocean Beach Blvd.
Cocoa Beach, Florida 32931-3701

Lease Registration Form

Unit Number: _____

Date: _____

Unit Owner Name(s): _____

Telephone #: _____ Cell #: _____ E-mail: _____

Submit this completed 'Lease Registration Form' to Property Management Company, along with:

- A fully executed copy of the related lease contract.
- Criminal Background Check
- The MINIMUM rental period is sixty (60) days.
- Use of unit is limited to single-family residency.
- Units may not be sub-let.

THIS SECTION TO BE COMPLETED BY THE LESSOR(S) / OWNER(S):

In compliance with the Declaration of Covenants and Restrictions of The Atlantique Condominium Association, I hereby serve notice that as Owner(s) or Agent of the above referenced unit, I intend to offer said unit for lease in accordance with the attached lease agreement.

Unit is to be leased for the period beginning the _____ day of _____, 20____ and ending on the _____ day of _____, 20____.

I understand and hereby agree that I am fully responsible for ensuring that my Lessee(s) and their guests abide by the Association's Declaration of Condominium & Bylaws and current The Atlantique Rules, Guidelines and Information. I further agree to provide said Lessee(s) with copies of same.

Unless I am notified to the contrary within ten (10) days from receipt of this completed notice and attachment, I will advise Lessee that the attached Lease has been approved.

LESSOR 1 (Print): _____ Signature: _____ Phone #: _____

LESSOR 2 (Print): _____ Signature: _____ Phone #: _____

Mailing Address for Response: _____

THIS SECTION TO BE COMPLETED BY LESSEE(S) / TENANT(S):

I intend to lease unit number _____, for the period beginning: _____ and ending: _____.

In order for you to facilitate consideration of my application for lease of the above designated unit, I am aware that any falsification or misrepresentation of this application will result in automatic rejection of this application, I consent that you may make further inquiry concerning this application..

I understand and will be bound by the current The Atlantique Rules and Guidelines including those applicable to either the Unit or the Common Property. A 2ND written notice of violation of the Rules shall be cause to terminate the lease.

NAME OF LESSEE: (1) (Print): _____ Signature: _____

Phone #: _____ Cell Phone #: _____ FOB #: _____

NAME OF LESSEE: (2) (Print): _____ Signature: _____

Phone #: _____ Cell Phone #: _____ FOB #: _____

IN ADDITION TO LESSEE(S), THE FOLLOWING PERSON(S) WILL OCCUPY THE UNIT:

NAME: _____ RELATIONSHIP: _____

NAME: _____ RELATIONSHIP: _____

NAME: _____ RELATIONSHIP: _____

NAME: _____ RELATIONSHIP: _____

AUTOMOBILE / VEHICLE INFORMATION:**Vehicles:** Make: _____ Model: _____ Year: _____ Tag #: _____ State: _____

Make: _____ Model: _____ Year: _____ Tag #: _____ State: _____

PERSON TO BE NOTIFIED IN CASE OF EMERGENCY:

NAME : _____ PHONE: _____

ADDRESS: _____

I (We) understand that any violation of the terms, provisions, conditions and covenants of the Association documents provides cause for available immediate action as therein provided or termination of the leasehold under appropriate circumstances.**LESSEE 1 (Print):** _____ **Signature:** _____ **PHONE #:** _____

Dated this _____ day of _____, 20____

LESSEE 2 (Print): _____ **Signature:** _____ **PHONE #:** _____

Dated this _____ day of _____, 20____

THIS SECTION FOR ASSOCIATION USE ONLY:**LEASE ATTACHED:** ☐ Yes ☐ No**BACKGROUND CHECK RECEIVED:** ☐ Yes ☐ No**APPROVED:** ☐ Yes ☐ No **DATE:** _____, 20____**BY:** _____ **TITLE:** _____**COMMENTS BY THE BOARD OF DIRECTORS:** _____

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Sonia A. Bosinger, Esq.
ARIAS BOSINGER, PLLC
845 E. New Haven Ave.
Melbourne, FL 32901

THE ATLANTIQUE CONDOMINIUM ASSOCIATION, INC.
Service and Emotional Support Animal Policy

This Service and Emotional Support Animal Policy (“Policy”) has been adopted by the Board of Directors (“Board”) for The Atlantique Condominium Association, Inc. (“Association”) on the **21st day of April, 2022**. This Policy is intended to supplement and be used in connection with the Amended and Restated Declaration of Condominium Establishing Atlantique Condominium Apartments (“Declaration”), Bylaws of the Association, Articles of Incorporation of the Association, and other rules, regulations, policies and procedures adopted by the Association’s Board, as they have or may be amended and supplemented from time to time (collectively referred to as the “Governing Documents”).

I. Authority to Implement Policy

- 1) Pursuant to Article X, Section e. of the Declaration of the Association, the Association is entitled to adopt and publish rules pertaining to the Association and Owners.
- 2) Pursuant to Section 4(k)(iv) of the Bylaws, the Association is entitled to adopt and publish rules and regulations pertaining to the Association and Owners.
- 3) Pursuant to Florida Statute Chapter 718 the Association is entitled to adopt reasonable written rules and regulations related to the operation of the Association.

II. Interpretation and Definitions for Policy

- 1) The definitions of the capitalized terms in this Policy, unless otherwise defined herein, shall have the same meaning as those set forth in the Governing Documents.
- 2) Emotional Support Animal – an animal that does not require training to do work, perform tasks, provide assistance, or provide therapeutic emotional support by virtue of its presence which alleviates one or more identified symptoms or effects of a person’s disability.
- 3) Service Animal – an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual’s disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an

individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. A Service Animal is not a pet.

- 4) All provisions of the Governing Documents are incorporated into this Policy. In the event any provision of this Policy conflicts with the Governing Documents, the terms and provisions of the Governing Documents shall control.
- 5) In the event any provision of this Policy conflicts with Chapter 718, Florida Statutes, or the Florida Administrative Code, the terms and provisions of Chapter 718, Florida Statutes, or the Florida Administrative Code shall control.
- 6) In the event any provision of this Policy conflicts with Chapter 413, Florida Statutes, or the Florida Administrative Code, the terms and provisions of Chapter 413, Florida Statutes, or the Florida Administrative Code shall control.
- 7) In the event any provision of this Policy conflicts with Section 760.27, Florida Statutes, or the Florida Administrative Code, the terms and provisions of Section 760.27, Florida Statutes, or the Florida Administrative Code shall control.

III. Pet Restrictions

- 1) No pets are allowed to reside on the premises of the Atlantique Condominium Complex.
- 2) No pets are allowed to visit the premises of the Atlantique Condominium Complex.
- 3) Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Management Company, each Unit Owner and the Association in such regard. Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate shall be deemed to hold the Association, and the Management Company, harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, which may arise due to the maintenance of pets as contemplated herein.
- 4) A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners

and/or to require any pet to be permanently removed from the Condominium Property.

IV. Service Animal Request for Reasonable Accommodation.

- 1) The following procedure shall be implemented consistent with the provisions of Section 413.08, Florida Statutes, the Americans with Disabilities Act, the federal Fair Housing Act, and any other applicable federal or state laws.
- 2) Any Owner requesting a reasonable accommodation request for a Service Animal shall provide the Association documentation supporting the animal complies with the definition of a Service Animal pursuant to Section II, herein, and Florida Statutes:
 - i. Whether the animal is required because of a disability; and
 - ii. What work or task the animal has been trained to perform related to the disability.
- 3) Where the Person requesting a reasonable accommodation for a Service Animal has a visible disability, the Association shall not require additional information to confirm the Service Animal complies with the definition of a Service Animal or other requirements under Chapter 413.
- 4) Where the disability is not apparent, and therefore non-observable, the requestor must provide additional reliable documentation to establish the disability related need for the Service Animal as more particularly described in Section VI below.
- 5) Proper documentation must be provided for each animal for which a reasonable accommodation is requested.
- 6) Where any Person submits the appropriate information as required herein, the Association shall review the same in an impartial manner to strictly determine compliance with the requirements of this section and Florida Statutes.
- 7) Service Animal registration of any kind, including registration obtained from the internet is not inherently sufficient for the Association to rely upon in approving or denying the request.
- 8) Any animal found to be a Service Animal, in compliance with all requirements expressed herein and in Chapter 413, shall not be considered a pet in accordance with the Declaration and Section III, herein, and shall not be subject to the number, weight, or breed restrictions expressed therein. However, the owner of a Service Animal must comply with the following restrictions:

- i. Owner or caretaker must remove, or arrange for the immediate removal, of any and all pet waste deposited by the Service Animal upon common areas.
 - ii. Service Animals must remain on a leash and in the owners' or caretaker's direct control at all times and may not roam the common areas.
 - iii. Service Animals may not display any dangerous or aggressive behavior.
 - iv. Service Animals may not damage the property of others or the Association. In the event a Service Animal does damage the property of others, or of the Association, the Service Animal's owner or caretaker shall be solely responsible for the cost of any required repair or replacement.
 - v. Service Animals shall, at all times, be properly licensed and vaccinated in accordance with all state and local laws and ordinances.
 - vi. Should the owner or caretaker of a Service Animal leave the condominium property for an extended period of time, more than forty-eight (48) hours, they must take the Service Animal with them.
 - vii. At all times the owner or caretaker of the Service Animal is solely responsible for the proper care and maintenance of the Service Animal.
- 9) Misrepresentation of the information related to a Service Animal request is a violation of Florida law and subject to criminal penalties.

V. Emotional Support Animal Request for Reasonable Accommodation

- 1) The following procedure shall be implemented consistent with the provisions of Chapter 760.27, Florida Statutes, the federal Fair Housing Act, and any other applicable federal or state laws.
- 2) Any owner or caretaker, with a disability that is not readily apparent, requesting a reasonable accommodation request for an Emotional Support Animal shall provide the Association documentation supporting the animal complies with the definition of an Emotional Support Animal pursuant to Florida Statutes, and Section III herein:
 - i. A determination of disability from any federal, state, or local government agency.
 - ii. Receipt of disability benefits or services from any federal, state, or local government agency.
 - iii. Proof of eligibility for housing assistance or a housing voucher received because of a disability.

- iv. Information from a health care practitioner; a telehealth provider; or any other similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body in another state, but only if such out-of-state practitioner has provided in-person care or services to the tenant on at least one occasion. Such information is reliable if the practitioner or provider has personal knowledge of the person's disability and is acting within the scope of his or her practice to provide the supporting information.
 - v. Information from any other source that the Association reasonably determines to be reliable in accordance with the federal Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.
- 3) If an owner or caretaker's disability related need for the proposed Emotional Support Animal is not readily apparent, the owner or caretaker shall provide the Association documentation reasonably supporting the need for the particular support animal being requested. Documentation may include:
 - i. Information identifying the particular assistance or therapeutic emotional support provided by the specific animal from a health care practitioner; a telehealth provider; or any other similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body in another state. Such information is reliable if the practitioner or provider has personal knowledge of the person's disability and is acting within the scope of his or her practice to provide the supporting information.
 - ii. Information from any other source that the Association reasonably determines reliable in accordance with federal Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.
- 4) The Association may deny a reasonable accommodation request for an Emotional Support Animal, where the same cannot be reduced or eliminated by another reasonable accommodation, if:
 - i. The animal poses a direct threat to the safety and/or health of other residents; or
 - ii. The animal poses a direct threat of physical damage to the property of others
- 5) Any animal found to be an Emotional Support Animal, in compliance with all requirements expressed herein and in Section 760.27, shall not be considered a pet in accordance with the Declaration and Section III, herein, and shall not be subject to the number, weight, or breed restrictions expressed therein. However, the owner of an Emotional Support Animal must comply with the following restrictions:

- i. Owner or caretaker must remove, or arrange for the immediate removal, of any and all pet waste deposited by the Emotional Support Animal upon common areas.
- ii. Emotional Support Animals must remain on a leash and in the owners' or caretaker's direct control at all times and may not roam the common areas.
- iii. Emotional Support Animals may not display any dangerous or aggressive behavior.
- iv. Emotional Support Animals may not damage the property of others or the Association. In the even an Emotional Support Animal does damage the property of others or the Association, the Emotional Support Animal's owner or caretaker shall be solely responsible for the cost of any required repair or replacement.
- v. Emotional Support Animals shall, at all times, be properly licensed and vaccinated in accordance with all state and local laws and ordinances.
- vi. Should the owner or caretaker of an Emotional Support Animal leave the condominium for an extended period of time, more than forty-eight (48) hours, they must take the Emotional Support Animal with them.
- vii. At all times the owner or caretaker of the Emotional Support Animal is solely responsible for the proper care and maintenance of the Emotional Support Animal.

VI. Review of Reasonable Accommodation Requests

- 1) Once all required or requested information and documentation is received by the Association from an owner or caretaker requesting a reasonable accommodation for a Service Animal or Emotional Support Animal, the Association shall have thirty (30) days from receipt of such complete reasonable accommodation request to provide a response to the owner or caretaker, in writing, which approves or disapproves, in whole or in part, the reasonable accommodation request for such Service Animal or Emotional Support Animal.
- 2) If a response indicating approval or disapproval, in whole or in part, of the reasonable accommodation request is not provided to the owner or caretaker from the Association within the thirty (30) days delineated above, the owner's or caretaker's reasonable accommodation request for a Service Animal or Emotional Support Animal shall be deemed to be approved, unless there is a specific reason for delay which is communicated by the Association to the owner in writing within said thirty (30)day time frame.

- 3) The Association, in its sole, unfettered discretion, may require the owner to provide evidence that the proper permits or other necessary documentation, consistent with Section 413.08 or Section 760.27 as applicable.

N
M
L
K
J
I
H
G
F
E
D
C
B
A
75 128
74 126
73 124
72 122
71 226
70 326
69 325
68 324
67 323

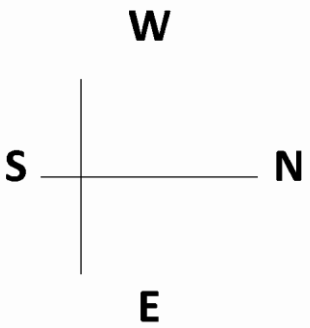
The Atlantique Condominium Complex Inc.
4800 Ocean Beach Blvd
Cocoa Beach FL 32931

109	311	212	211	112	312	327	227	230	330	130	66
55	56	57	58	59	60	61	62	63	64	127	65

101	8
102	7
103	6
104	5
105	4
106	3
107	2
108	1

110	202	204	206	208	207	302	304	306	308	310	314	223	216	316	218	225	228	315	220	328	321	322	
54	53	52	51	50	49	48	47	46	45	44	43	42	41	40	39	38	37	36	35	34	33	32	
201	203	205	210	209	301	303	305	307	309	214	217	317	215	125	318	121	123	221	320	219	222	224	116
9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
SERVICE																							

2nd Floor Storage



214	222
220	303
121	101
Upper	Lower

107	203
307	201
224	204
322	225
122	219
922	217
Lower	Upper

3rd Floor Storage

206	302
105	104
208	103
326	202
Upper	Lower

Bikes			
325	502	323	106
801	222	823	116
CO	110	320	318
Lower	Upper	Upper	Lower

122	207	321	323
308	309	301	102
Upper	Lower	Upper	Lower

328	304
314	305
228	306
921	317
310	128
251	210
Lower	Upper

3BR with Storage Beside their Units: 215, 216, 315, 316

Ocean Facing Units with Storage in Stairwell: 109, 112, 127, 130, 211, 212, 227, 230, 311, 312, 327, 330

Installation Application Form

Unit Number: _____

Date: _____

Complete & submit this form 14 days prior to commencement of any condominium renovations, remodeling and/or exterior modifications.

THE ATLANTIQUE CONDOMINIUM COMPLEX, INC.

4800 Ocean Beach Blvd.
Cocoa Beach, Florida 32931-3701

Unit Owner: _____

Telephone #: _____ Cell #: _____ E-mail: _____

Contractor/Handyman: _____

Telephone #: _____ Cell #: _____ E-mail: _____

Contractor License #: _____ Start Date _____ End Date: _____

Description _____

Describe product being installed: _____

All work that may cause a disturbance must be done between Monday through Friday between 8:00AM and 5:00PM. Drilling into concrete must be approved by the Board of Directors prior to work commencing. All work must be done in compliance with The Atlantique Documents, Rules and Guidelines, and Material Specifications and Installation Requirements. All debris must be removed by the Contractor, it cannot be left onsite or in the property dumpster.

- | | | |
|--|------------------------------|-----------------------------|
| 1. Contractor licensed to perform work? | ☐ Yes | ☐ No |
| 2. Proof of Insurance? | ☐ Yes | ☐ No |
| 3. Materials certified and meet all Codes? | ☐ Yes | ☐ No |
| 4. Installation methods conform to Specifications? | ☐ Yes | ☐ No |
| 5. Are permits required prior to Installation? | ☐ Yes | ☐ No |

Attach the following documents (as applicable):

- | | |
|---|---------------------------|
| ✦ Proof of Liability Insurance | ✦ Copy of License |
| ✦ Proof of Workers Compensation policy | ✦ Required Permit(s) |
| ✦ Material Specifications | ✦ Installation Schematic |
| ✦ Type of Backing/Soundproofing (floors only) | ✦ Proof of Auto Insurance |
| ✦ Applicable Notice of Commencement | ✦ Testing Certificate |

I hereby agree to adhere to the current The Atlantique rules regarding Renovations, Remodeling and/or Exterior Modifications as documented in the Shorewood Rules, Guidelines and Information, Section D:

Unit Owner Signature

Date

Contractor Signature

Date

Work must be approved prior to work commencing. Submit completed Installation Application Form to Property Management Company. Incomplete form, missing documents, or documents missing information will be rejected.

APPROVED? ☐ Yes ☐ No

Date: _____, _____

By: _____ Title: _____