

Eastwind of Satellite Beach Condominium Association, Inc.
Rules and Regulations For Lessees, Guests, and Owners.
Effective February 2023



The Rules and Regulations enumerated below shall be in effect until amended or repealed by the Board of Directors of the Association.

The unit owners, their families, guests, lessees, servants, persons for whom they are responsible and persons over whom they exercise control and/or supervision, shall at all times obey said Rules and Regulations.

In all circumstances, the unit owner is responsible for their families, guests and/or lessees' conduct and adherence to Eastwind's Rules and Regulations.

Violation of said Rules and Regulations may subject the violator or violators and/or the responsible unit owner to any and all remedies available to the Association and/or other unit owners. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover all court costs and reasonable attorneys' fees and costs incurred.

Any waiver, consent, or approval given concerning these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered to be a waiver, consent, or approval of identical or similar situations now, or at a later date.

Note 1: "No Smoking," as used in this document, will mean any and all tobacco products, vaping, and/or E-cigarettes.

Part A – Information For Lessees, Guests, and Owner's

Section I – EMERGENCY INFORMATION

1. EMERGENCY NUMBERS:

- a. For Fire, Police, or Medical, call 911.
- b. For MAJOR condominium problems call B. P. Davis at 321-784-2091.
- c. **Contact a local Board Member or Manager. Phone & Unit Numbers on office window.**
 - i. Lost keys are NOT an emergency.

2. EMERGENCY PROCEDURES:

- a. Eastwind recommends that all owners, guests, and lessees familiarize themselves with the below items before a need for them arises.
 - i. **WATER SHUTOFF – The water shut-off valve for two bedroom units is in the front hall closet on the wall by the hot water heater. Three bedroom units the cutoff is on wall of third bathroom.**
 - ii. *When the water is shut off, (both) hot water heater's circuit breaker(s) must be turned off at the power box.*
 1. When leaving unit vacant for one (1) night, or more, the unit water supply shall be turned off, and the hot water heater breaker be turned off at the breaker box.
 - iii. **ELECTRIC POWER BOX – May be covered by picture or some other object.**
 1. All units - located by the front hall closet.
 2. First Floor units – second box located on wall in third bathroom.
 - iv. **SMOKE/FIRE DETECTORS:**
 1. Smoke detectors are by each bedroom door; replace batteries as needed.
 2. NOTE: The **Heat Detector** attached to the kitchen ceiling is **NOT** a smoke detector, has no batteries, and is wired directly to the fire department.

Do not touch or disturb this Detector in any manner. The fire department will answer the call and you could be fined for a false alarm.

3. EASTWIND DRUG AND ALCOHOL POLICY

'Under the influence' in this context is taken to mean that the person or persons could be a danger to themselves or others or displaying any disturbing or obnoxious behavior. Prescription Medications may cause the above effect(s) and those under the influence of those medications shall also be subject to the below regulations.

1. Any contractor, vendor, or guest under the influence of any alcohol or drug on Eastwind property will be asked to leave. If the guest is unruly or refuses to leave, then the police will be called.
2. Any owner under the influence of any drug or alcohol on Eastwind property, and causing a potential dangerous situation to the facility or its occupants will be asked to leave and could result in a call to the police.
3. Any person leasing and cited by police for being under the influence of any drugs or alcohol on Eastwind property can be fined or have their lease terminated.
4. If the person(s) affected are employed or contracted by Eastwind, they will be required to leave and could be terminated immediately.
5. If the person(s) affected will not comply, police will be called.
6. Individuals with multiple violations will be addressed by the Eastwind Board's attorney.

Section II – Occupancy and Use.

- A. The owner or lessee of a unit shall occupy and use the unit as a single-family, private dwelling for owner or lessee and the members of owner's or lessee's family and social guests, and for no other purpose. Satellite Beach Code(s) classifies each Eastwind Condominium unit as a single-family private dwelling.
1. Maximum occupancy for units will not exceed the following: Four (4) persons for two-bedroom units, and six (6) persons for three-bedroom units.

Authority: Eastwind Documents and Florida Building Code ss1004, Occupant Load.

- B. Satellite Beach City Code specifies that no condominium unit may be used for business purposes without written permission from the Board of Directors.
1. Working from your unit is allowed but the condominium **cannot** be used as "A public place of business." You cannot have clients visit or allow them use of your unit or Eastwind's facilities at any time, have large or excessive amounts of mail or packages delivered or use your unit or garage as storage of merchandise or paperwork (paper products attract rodents, insects, and mold.) You may not approach any Eastwind tenant as potential customers, and signs or advertising are not allowed. Small ads or business cards may be placed on the breezeway community bulletin boards.
- C. **Guests and Visitors** – *Guests & Visitors may **not** keep pets during their stay.*

- A. **A guest stay is limited to fourteen (14) Days in a six (6) month period. The six month period begins from the first day of occupancy and is not calendar dependent.**

1. Any guest that stays over 14 days in a 6 month period (the days do not have to be consecutive) becomes an EXTENDED STAY GUEST and must complete the EXTENDED STAY GUEST FORM (available in the office) and pay fifty (\$50.00) dollars per calendar month or any part of a calendar month in which they stay.

a. A GUEST REGISTRATION FORM cannot have arrival and departure dates over 14 days. If over 14 days they are automatically an Extended Stay Guest or if over thirty (30) days a Lessee. (See paragraph 7)

2. The Fifty Dollar Fee is for each guest or couple (staying together) that has stayed over 14 days in a six month period. Maximum occupancy: two bedrooms, four persons; three bedrooms, six persons, including owners.

3. Owners must be present when entertaining guests. If the owner is not present during the guest's stay, the guest(s) become Lessees See paragraph 7 for Lessees' information.

a. No guest(s) are allowed to be in the condominium unit or common areas, including the pool area, alone.

b. Close relatives (e.g., Adult Children) of the owner are exempt from this paragraph (par. 3) but the remainder of Eastwind's Rules & Regulations remains in force.

4. Guests and Extended Stay Guests may NOT invite other guests and must follow all Eastwind's guest Rules and Regulations.

5. If an Extended Stay Guest stays thirty (30) days or more, (the days do not have to be consecutive and are not calendar dependent), in a year, beginning from the first day of occupancy, they must become a lessee or vacate the premises. (See paragraph 3.)

6. If a Guest or Extended Stay Guest pays the owner to stay, even if the owner is present, they become a Lessee and must abide by Eastwind's Rules for Leasing.

7. Lessees must complete a lease application, pay a \$50.00 fee, and provide an Eastwind approved lease for not less than the minimum number of days the unit is allowed.

- D. At the Boards discretion, and approved beforehand in writing, the occupancy and guest stay limits may be waived for a specific time, as determined by the Board.

a. All owners/lessees/guests MUST ensure that all guests are registered upon arrival, whether or not the unit owner is present. Guest Register Forms are available in the mailbox beside the office door.

- E. **VISITORS** – A Visitor is one who does **NOT** stay past midnight the day they arrive. Visitors do not have to register but must follow the same rules as guests including parking.

Note: Guest, Lessee, and time restrictions are from Florida ss83.

Section III – Parking and Garages

- A. Eastwind's Board of Directors shall have the right to refuse or deny parking or access to Eastwind's parking areas or driveways to any vehicle(s).
- B. ALL VEHICLES PARKED EITHER IN A GARAGE OR OUTSIDE MUST BE DRIVABLE OR BE SUBJECT TO TOWING. This is for both safety and fire codes.
- C. All owner, lessee, and guest vehicles must register with Eastwind's office and park only in approved parking spaces; lessee and guest vehicles must display Eastwind's Parking Permit when parked outside the garage.
 - a. Any vehicle illegally parked or not displaying Eastwind's parking permit is subject to towing at owner's expense.
 - b. No vehicle shall be parked in such a manner that will block garage entry or exit.
- D. **All driveways are Fire Lanes and Tow-Away-Zones.** Outside of garages, parking is only allowed in north and south striped parking spaces. The space in front of the garbage bins are No Parking zones.
 - a. Loading and unloading of vehicles is allowed next to elevators, only if a driver is available to move vehicle to unblock garage doors or for emergency vehicle access.
- E. The garage or units are NOT to be used for storage of anything but household items. Heavy machinery, contractor type tools and/or equipment, hazardous materials, retail and/or wholesale merchandise are NOT allowed.
 - a. Contractors or maintenance personnel renovating or working in a unit may use the unit's garage for temporary storage and/or workspace providing there is no intrusion, including debris, into any adjacent space.
 - i. The electrical outlets within the garages are part of the emergency generator system. Any machinery, appliance, etc. requiring continuing electrical service is prohibited. The outlets are for light use only, e.g., vacuuming, car battery recharging, etc.
 - b. For safety and appearance, anything kept within a garage must be stored neatly and securely, and within the parking space parameters, so as not to fall or impede any movement through or around the garage.
 - c. Maintenance of the doors and door openers are the responsibility of the unit owner.
 - d. For condominium security, all garage doors must be closed when not in use.
- F. Any vehicle, including boats, boat trailers, or RVs, which exceed the standard size striped parking space is limited to three (3) days in any 30-day period, beginning with first day of parking.
- G. Vehicle and surfboard washing is only permitted in the north and south parking lots vehicle wash areas where hoses are provided. Area must be cleaned, hose and equipment neatly stored, and water turned off at the spigot. Leave hose nozzle open so water may drain.
- H. For safety reasons NO skateboard, skates, hoverboards, etc. or other personal conveyance shall be used on Eastwind's property.
 - a. Large mobility devices, e.g., Segway's, electric scooters, may be used going to and from garages and street.

Section IV – Beach/Pool

- A. Do not walk on or across the dunes; Use the cross-over for beach access.
 - a. Dunes are protected by Federal, State, and Local Laws.
 - b. Beach campfires are only allowed Nov. through Feb. Contact the City of Satellite Beach for current rules and fire permits.
- B. Animals, even leashed, are **not** allowed in the white fenced pool area or on the beach.
(Federal, State, and City of Satellite Beach regulations.)
- C. A shower is provided at beach access to rinse sand/tar before entering pool area.
- D. Pool hours are from dawn to dusk.

Section IV – Beach/Pool cont.

- E. No lifeguard on duty; swim at your own risk.
- F. No diving, running horseplay, loud music, or excessive noise at any time.
- G. **No glass, smoking, or animals** are allowed within white-fenced pool area.
- H. Food and drink are not allowed in pool or within four (4) feet of pool water.
- I. Supervision by an adult **age eighteen(18) and over** is required for:
 - a. All children **sixteen (16)** years of age **and under**.
 - b. An adult must be within arm's reach of any infant or toddler using a flotation device.
- J. Infants under three (3) years must wear swim diapers.
 - a. Any necessary clean-up required from non-compliance, including the water cost of re-filling the pool because of an accident, will be at the expense of the unit owner.
- K. No bicycles, skates, skateboards, etc. allowed within white fenced pool area.
- L. Surfboards, Boogie Boards, etc. are **NOT** allowed in the pool; they may be washed in the vehicle wash areas in the north and south parking lots.
- M. Pool furniture must remain in pool area; If furniture is moved, replace in original location.
 - a. **Close** and **secure** umbrella when finished.
- N. Pool rope may be removed when lap swimming; replace when finished.
- O. DO NOT hang, lay, or drape **anything**, including towels and swimsuits, on the white fence.
- P. Observe and follow all pool and pergola signage.
- Q. **See section IX-A for BBQ Grills.**

Section VI - Pets and Wild Animals

- I. **PETS**
 - A. Unit owners are allowed one (1) domesticated household pet, twenty-five (25) pounds or less* adult weight within Eastwind's Condominium Property. Animals that are an endangerment, nuisance, and/or a public risk, are **prohibited** and may be removed from the premises. ** Any exception must be requested in writing by the Board, at least fifteen (15) days before arrival. Service animals and owners of units purchased before May 1, 2008, are exempt from this rule.*
 - B. Guests are prohibited from keeping any pet(s) on the property except for service animals.
 - C. Renter/Lessees-Effective November 1, 2023, renter/lessees will not be allowed to have pets at Eastwind. Registered service pets are exempt.
 - D. Pet Rules of Conduct
 - a. It is the responsibility of the pet owners to control their pets producing noise of any kind, i.e., barking, in such a manner that it in no way interferes with the quiet enjoyment to which other residents are entitled. No animal is allowed to create a nuisance.
 - b. All pets (including service animals) **MUST** be always on a leash outside of unit and walked **ONLY** in approved areas.
 - i. All animals are prohibited from the north, south and east (beach side) green areas of the condominium. They may walk on all paved areas, and west of the buildings.
 - ii No animal is allowed within the white-fenced pool area, or on the beach, Per Satellite Beach City Ordinance.
 - c. Pets are not allowed on balconies or left tethered and unattended on the grounds.
 - d. Pets are **NOT** to be left unattended in any garage, tethered or untethered.
 - e. Pet owners are required to conduct any necessary clean up, including elevators, pavement, and grass areas.
 - f. All pets should have proof of up-to-date vaccinations available if needed,

Section VI - Pets and Wild Animals cont.

II WILD ANIMALS

A. Sea Turtles

Turtles and their nests are protected by Federal, State, and Local laws.

1. March 1 to October 31 is turtle nesting season. Turn off ALL outside lights, and close blinds so that no inside light, (including TV's), can be seen from outside by 9:00pm.
 - a. The beach is patrolled and Eastwind, the unit owner and occupants could be fined.
2. No bright lights, (including cell phones), are allowed on beach during turtle season.
 1. Campfires are prohibited during turtle season.
 2. DO NOT stand close, in front of, or otherwise disturb a turtle or it's nest.

B. Birds and Other Animals

1. Feeding birds or other wild animals from balconies, common areas, and *especially* the swimming pool area is strictly prohibited, for both safety and health reasons. Animal Control and Satellite Beach Police Departments will be contacted. Animal Control and/or Eastwind Association could fine owners, lessees, and guests.

SECTION VII - GARBAGE/TRASH

A. Household garbage/Recyclables

1. Dumpster trash is picked up two times a week. Recyclables on Monday.
2. All trash must be in TIED plastic bags before placing in trash chute or dumpster. Do not use chute for large items, use ground floor access.
 - i. All trash in dumpster must fit below the rim.
 - ii. Flatten cardboard boxes; long items must lay flat in the dumpster.
3. Place only household trash in dumpster; for large/bulky items, construction or remodeling debris, or hazardous waste, see Eastwind's office.
4. READ THE NOTICES POSTED ABOVE THE GREEN RE-CYCLING BINS IN BREEZEWAY FOR ACCEPTABLE AND NONACCEPTABLE ITEMS..

SECTION VIII ELEVATORS AND BREEZEWAYS

A. Elevators.

1. **ELEVATOR PHONES ARE FOR EMERGENCY USE ONLY.**
2. Elevators, restrooms, and breezeways are "No Smoking" areas.
3. Clean up all spills, dirt tracks, and animal messes.
4. Park/store bicycles, skateboards, furniture, surfboards, etc. in garages, units, or storage cages. Please keep breezeway, elevator, storage, and stairwell areas clear.
 - i. A Stairwell includes the open area at the base of the stairs.
5. For safety reasons, and as a courtesy to others, please use discretion with respect to any dripping wet bathing suits, especially in elevators.

SECTION IX - Miscellaneous

- A. **GRILLS** - No flame producing grill, including charcoal, can be used on any balcony or within ten (10) feet of any building, and may NOT be used under any structure, e.g., building overhangs, walkways, or balconies.
 1. Grills **ARE NOT** to be stored outside on the balcony. Use the balcony closet.
 2. Listed electric grills with grill surface of 200 sq. inches or less are permitted on balconies.

.SECTION IX – Miscellaneous, cont.

3. **Flame producing grills (e.g., gas, charcoal) are to be used only within the white-fenced pool area. It is suggested a protective shield be placed under the grill to catch ash and debris, which must be cleaned, and grill removed same day as used. Violators will be fined for any necessary repairs/cleanup.**

(Uniform Fire Code, Florida 2021 Edition, Paragraph 1:10.10.6.1 & 1:10.10.6.1.1)

- B. All **walkways**, breezeways, stairwells, aisles, doorways, and exits are to be kept clear at all times.
 1. A Stairwell ***includes*** the open area at the base of the stairs.
 2. No plants, displays, furniture, or objects of any kind are allowed to block access to any area, common or private. This includes any item, e.g., plants, chairs, etc. on the walkways. They need to be clear for emergency responders.
 3. Storm doors may be blocked open to move large or bulky items; Close and secure door when finished to prevent wind damage.
- C. No furniture or object, including rugs and carpet may be placed on the balcony that will cause rust or otherwise stain or damage the balcony floor, ceiling, railings, or walls.
 1. DO NOT hang, lay, or drape anything, including towels and swimsuits, on the balcony railings. Clotheslines are NOT permitted.
- D. It is recommended that ALL balcony doors be closed before opening front door in order to prevent injury or damage if wind blows front door shut.
 1. In windy conditions, use extra care opening *any* door or gate, including the pool and beach cross-over gates.
 2. The balcony closet door should always be kept closed and locked, with two latches, when not in use, and hurricane shutters stowed and securely fastened.
- E. KEYS.
 1. The common area key provides access to the swimming area, beach cross-over gate, breezeway restrooms, and the storage area. **DO NOT DUPLICATE.**
 2. It is strongly suggested to keep a spare unit entry key hidden outside the condominium. Locking yourself out is NOT an emergency. The office front door has a locksmith phone number posted outside.
- F. The breezeway restrooms are open every day from 9:00am to 6:00pm, November through March, and 9:00am to 8:00pm, April to October. They will remain open for special events and may be closed for cleaning or repair at any time.
- G. The restrooms, breezeway, stairwells, garages, elevators, storage areas, and within the white-fenced pool area are 'No Smoking' areas.
- H. Please note that ANY common or limited common area, i.e., pool, restrooms, breezeways, elevators, driveways, garages, balconies, etc., may be closed for scheduled or emergency maintenance or cleaning at any time.
- J. There shall be no solicitation by any person for any cause, charity, or for any other purpose whatsoever, unless specifically authorized, in writing, by the Board of Directors.
- K. **DO NOT TOSS , THROW, DUMP, OR OTHERWISE DROP ANYTHING OVER THE BALCONIES.** This includes water, dust, and sweepings. If the balcony needs cleaning, use a mop and bucket, and pour the wastewater down the toilet. It is also a courtesy to inform all units below yours when you will be cleaning your deck in case of spillage.

SECTION IX – Miscellaneous cont.

L. **NUISANCE AND NOISE**. It is the responsibility of every owner, lessee, and guest to obey the rules and regulations and behave in such a manner that it in no way interferes with the quiet enjoyment to which other residents are entitled. No use or practice shall be allowed which is an unreasonable source of annoyance to the occupants of the Condominiums. Quiet hours are from **10:00pm** to 8:00am. Set the audio volume from any device low. Noise includes animal noises, e.g., barking dogs. All common areas are included by this paragraph.

1. Any fight, loud argument, or confrontation of any kind is strictly prohibited and will result in Implementation of Section X, below. Any question, disagreement, or complaint must be brought to the attention of an Eastwind Board Member, Officer, or Condominium Manager. Please do not confront others with an issue.

2. Nuisance includes strong odors, (e.g. cigarettes), loud noises, (including parties), coming from a unit or balcony **whether or not the doors and windows are closed**, public intoxication or under the influence of any drug.

M. MOTORCYCLES and VEHICLE NOISE.

1. Both for safety and noise abatement concerns, ALL motorized vehicles will be driven at a safe speed, not to exceed 15mph, and will not display aggressive actions such as ‘burnouts,’ ‘wheelies,’ or any other trick activities. Motorcycles will idle while driving on Eastwind property and no vehicle will ‘rev’ its engines creating noise.

X. ENFORCEMENT OF THE RULES AND REGULATIONS FOR GUESTS/LESSEES.

(Guests/Lessees involved in a major disruption or violation(s) of Eastwind’s Rules and regulations may, at the Board’s discretion, be removed immediately.)

A. In the event of a violation or breach of the rules, the following action(s) will be taken.

- 1. A Board Member or their representative will visit the lessee/guest informing them of the violation(s) and issue a written warning.**
- 2. A written notice shall be mailed to the unit owner.**
- 3. A repeated and/or grievous violation(s) will result of the guest(s) immediate removal from Eastwind and banned from future visits.**
- 4. Eastwind’s Board of Directors could fine or remove Permission of the unit owner to lease or have guests for an amount of time determined by the Board.**

NOTE: Nothing in the Rules and Regulations shall conflict with the Florida State Statutes (ss718) covering Condominiums and Associations or the Eastwind Condominium Documents.

1. If a portion of the Rules and Regulations are found to be in conflict with an aforementioned document, only that portion is null and void, and the remainder of this document stays in force.

-End of Guest, Visitor, and Lessee’s Information-

Part B – Additional Information for Owners.

I - OWNERS RESPONSIBILITY.

- A. The unit owners shall not permit or suffer anything to be done or kept in their unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises or otherwise, nor shall the unit owners permit any nuisance, immoral or illegal acts in or about the condominium property.
- B. The unit owners shall not cause anything to be affixed to, hung, displayed, or placed on the exterior walls, doors, or windows of the buildings except for the front door and exterior balcony walls.
 - 1. Nothing may be attached to the balcony ceiling or beam extension.
 - 2. The front door and balcony walls may have multiple items as long as the total square footage of the items does not exceed two (2) square feet, and the total weight does not exceed ten (10) pounds.
- C. The unit owners shall not place any furniture, equipment, or recreational device in any common area outside the unit without prior written consent of the Board of Directors.
 - 1. No furniture or object may be placed on the balcony that will rust or corrode or otherwise stain or damage the balcony deck, ceiling, railings, or walls. This includes carpet and rugs. Unit owners will be charged for the repair and/or, at the Board's discretion, fined.
 - 2. **Only electric grills with an area of 200 square inches or less may be used on the balconies. See Part A, IX-A for charcoal grills.**

D. FEES AND ASSESSMENTS

- 1. Any fee(s), assessment(s), or other charge(s) not paid by the due date will incur an interest rate of fifteen percent (15%) per annum, plus a twenty-five dollar (\$25.00) late charge, **and returned check fees.** This includes, but is not limited to, the following:
 - i. Monthly maintenance fees:
 - a. Fees are due by the tenth (10th) of each month. The Board of Directors will take the necessary legal action to recover fees delinquent more than sixty (60) days.
 - ii. Assessment(s):
 - i. For storm damage, infrastructure up-grades, equipment repair and/or replacement, etc., the Board of Directors may call for a special assessment to be paid by each unit owner by a specific date.
- 2. **Enforcement.**
 - a. The association may suspend the rights of the unit owner, his guests, and/or lessees, to use any common element e.g., the swimming pool, and the beach cross-over access, by the return of the common element key.
 - b. The Board of Directors will take the necessary legal action to recover monies delinquent more than sixty (60) days.
 - c. No unit may be leased until all assessments and /or fees are paid in full and current.
 - i. **Any unit that is leased and the owner is delinquent in any monies due the Association, the Association has the right to attach the rent for payment of the amount owed, plus any late charges, fees, or interest.**

II – UNIT ACCESS

- A. In case of any emergency originating in or threatening any unit, or garage, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such unit, or garage, for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each unit or garage shall deposit with the Association a key, or keys, to such unit or garage or any other secured area in case of an emergency. (Authority provided by Florida Statute 718.111.5.)

II – UNIT ACCESS cont.

1. In this instance, ‘key’ or ‘keys’ shall also mean any keypad codes, and a duplicate Digital Keypad access key in case of keypad failure.
 - i. If any locks and/or codes are changed, new keys and/or codes must be given to the Association (Eastwind office) within three (3) days.
 - ii. **The above also includes Storm Doors, Hurricane Shutters, and Balcony Closets.**
 2. In the event the owner has failed to deposit the required key and/or codes, the Board of Directors, or its authorized agent, shall have the right to enter said unit by such force as may be necessary, and any expenses caused thereby shall be at the owner’s expense.
- B. If entry by the Board of Directors or authorized agents is necessary in a non-emergency situation, the unit owner will be notified by phone or written notice placed in the unit after entry, except for pre-scheduled entry.
- C. There are Common Element Chases in every unit for plumbing, electrical, AC lines, telephone, fire alarms, cable TV systems, etc. These chases, (vertical and horizontal air handler corridors), **must** be made available for servicing if needed.
- D. Examples of emergencies.
1. Water leaks. Because of the method of how Eastwind is built, (slab-on-slab) A small leak, even a damp spot, could mean an adjacent unit could be flooded.
 2. Noise. One of the worse noisemakers are hurricane shutters or balcony closet doors not secured. Other than the banging noise it could damage the shutter, door, wall, or railing.

III – VEHICLES.

- A. Garage parking/use is for the exclusive use of the assigned unit owner or lessee.
- a. Residents using a garage other than their own are required to have written permission from the owner of said garage on file in the Eastwind office.
- B. Major repairs on any vehicle within garages or any place on Eastwind property are prohibited except for emergency repairs.
- a. Major repairs are defined as any work beyond the addition of water, oil, or other required fluids, replacement of, or addition of air to, a flat tire, any exterior or interior cleaning of a vehicle, and/or any steps necessary to start a failed engine that fails to start for lack of battery power only.
 - b. Inoperable, expired, or untagged vehicles, or those with flat tires or missing wheels are subject to towing at owner’s expense and/or issued violations.
 - c. Vehicles not displaying Eastwind’s parking permit are also subject to towing at owner’s expense.

IV – CONSTRUCTION/MAINTENANCE/REMODELING

- A. **Unit owners must refer to the “Eastwind’s Construction Booklet” and contact the office before contracting or doing ANY construction, maintenance, replacement/remodeling, repair, or installation.**
1. The booklet contains forms, guidelines and restrictions for owners, contractors, and workers, and listings of items that require Satellite Beach Building Permits.
 2. Extra copies of all paperwork are available in the office.

IV – CONSTRUCTION/MAINTENANCE/REMODELING cont.

- B. An owner Work Application form, AND a Contractor, (for contractor/installer/worker), form must both be filled out, signed, and submitted to the Board of Directors at least fourteen (14) days before work begins.
 - 1. All forms must be complete, and applications must be approved, **before** any work begins.
 - C. Unit owners are responsible for any cleanup and/or repair of any damage to building, common areas, or other units, by work that you have performed, or contracted.
 - 1. It is the owner's responsibility to notify Eastwind's office of any damage to any part of the unit, especially the balcony deck or walls to prevent potential leaks.
 - D. NO modifications of any kind can be made to the exterior balcony floors **or front walkways**.
 - 1. This includes, but not limited to, tile, vinyl, wood, stone, carpet, and/or rugs.
 - E. Maintenance of the balcony patio doors, all interior doors, windows, hurricane shutters, storm doors, and balcony electric, is the responsibility of the unit owner. (*Reference Eastwind Declaration of Condominium, p. 21. XX. B., Limited Common areas.*)
 - 1. The unit owner shall have all hurricane shutters serviced and maintained to ensure they are in working order. Service is generally required twice a year.
 - a. Balcony railings, deck, and outside walls are Eastwind's responsibility.
 - b. Unit owner will be charged for any necessary repair(s) if owner, lessee, guest(s), or contractors cause any damage.
 - 2. The unit's front door is the owner's responsibility; Paint is available in the Eastwind office.
See Page ii of Repairs and Remodeling Handbook, "Unit Owners Responsibilities."
 - F. Any floor covering that is replaced or installed new, other than carpet, must be installed over a sound barrier material that meets or exceeds the IIC* 50 specification.
 - 1. ALL rooms must have the sound barrier without exception.
 - a. See Eastwind "Construction Notes & Guidelines" for more details, and Eastwind office for sample sound barrier material.
- *IIC – Insulation Impact Classification.
- G. **The Kitchen Heat Detector, on the ceiling by the kitchen entrance, is not to be touched, painted, moved, or otherwise disturbed by anyone but ATP. (*Satellite Beach Fire Code.*)**
 - H. **The north and south vehicle wash areas are NOT to be used for any type of construction, remodeling or (especially) paint cleanup.**
 - I. Please note that construction work hours are from 8:30am until 5:00pm, Monday through Saturday. Absolutely **NO** work on Sundays.

CONSTRUCTION/MAINTENANCE cont.

- K. The roof access key is available ONLY to licensed Air Conditioning Contractors, Board Members, or Eastwind or B. P. Davis maintenance personnel.
 - 1. For emergencies come to or call Eastwind office 321-773-9313 or contact an in house Board Member or Condo Manager or call B. P. Davis Mgt 321-784-2091.
 - 2. All AC contractors are required to complete Eastwind's AC contractor form when doing any work or obtaining roof access.
- L. It is the unit owners' responsibility to receive any scheduled entry or appointment, i.e. AC repair, interior spraying for pest control, etc.
 - 1. If owner will not be present, then make other arrangements for contractor(s) access.
 - a. Duplicate condo keys kept in the office are NOT to be loaned; They are for emergencies or Board access only.

V - LEASING/RENTALS

- A. NO UNIT MAY BE LEASED UNTIL ALL FEES AND /OR ASSESSMENTS ARE PAID IN FULL AND CURRENT.
1. Leases will NOT be approved if any outstanding monies are due.
 2. A lease may be cancelled, and lessees evicted, if unit owner falls in arrears after approval.
 3. No unit shall be leased if owner has any outstanding violations of Eastwind's Rules and Regulations.
 4. Before submitting any new Lease, Renewal, or Transfer, see Lease Application Guidelines for details.
 5. **In reference to Eastwind's Documents, the Association has the right to attach any and all Lease Payments if the unit owner is in arrears in monthly fees or assessments.**
- B. Internet Hosting Platform Contracts, such as Airbnb, are NOT Leases. They place owners under a licensing agreement; therefore, Eastwind's Lease Application will NOT be approved by unless an Eastwind's approved lease is attached. *Note: This is for the unit owner's safety.*
- C. A unit shall not be leased without the prior written approval of the Board of Directors, per Section XIX, par. B-1, p.2724, of the Declaration of Condominium.
1. Applicant shall be denied access to unit and common areas until Lease is approved.
 2. Either the lessee OR the owner shall have the right to use the recreational facilities, but not both simultaneously. (per Documents Section XIX, par. B-2, p. 2724.)
 3. The required fee, payable to Eastwind Condominium, and all paperwork, (Completed Lease Application, a copy of the lease, and all required signatures) must be received by the Association no less than fifteen (15) days before lease begins.
 4. It is the responsibility of the unit's owner to provide the lessee with a copy of Eastwind's Rules and Regulations, Part A, and to ensure that lessee(s) adheres to these rules.
 - i. Failure to do so may result in the owner denied permission to lease the unit for a period of time to be determined by the Board of Directors.
- D. Units may not be leased for less than sixty (60) days and lease must be in compliance with Satellite Beach City Zoning code(s).
- E. Units may NOT be leased for business purposes, i.e., no business may be conducted within or on Eastwind property. (*See section VI-C.*)
- F. No signs, including real estate, (Sale or Lease), may be displayed on or affixed to any Eastwind Building or property. The Board may approve professional-grade Open House signs short term.

VI - MISCELLANEOUS INFORMATION

- A. When leaving unit vacant for one (1) night, or more, the unit water supply shall be turned off, and the hot water heater breaker be turned off at the breaker box.
1. This will help to avoid expensive damage to unit and other units in case of leaks.
 2. The air conditioner should be set to maximum 78° cool, and fan set to auto.
 3. For more information, see 'Eastwind Condo Closure' suggestion list, and 'Eastwind's Homeowner's Helpful Hints.'
- B. **NO KEY(S) MAY BE DUPLICATED EXCEPT FOR OWNER'S UNIT KEY.**
1. This ***includes*** the common area key.
 2. Owners are to leave a common area key in the unit for lessees.

VI - MISCELLANEOUS INFORMATION cont.

- C. Condominiums shall not be used as a 'Place of Business.' Working from your home is allowed but you may not have clients visit or allow them use of your condominium or Eastwind's facilities at any time.
 - 1. You cannot have large or excessive amounts of mail/packages delivered or have merchandise or paperwork stored in your unit or garage.
 - 2. You cannot actively solicit any Eastwind tenant, owner, or lessee.
 - a. Signs or advertising are not allowed but business cards or small ads may be placed on the community bulletin board in the 1st floor breezeway of each building.

N. ENFORCEMENT OF THE RULES AND REGULATIONS.

(Guests/Lesseees involved in a major disruption or violation(s) of Eastwind's Rules and regulations may, at a Eastwind's Board or Officer's discretion, be removed immediately. (See Section A, 1, 3.)

- A. In the event of a violation or breach of the rules, the following action(s) will be taken.
 - 1. A Board Member or their representative will call, visit, and/or write the owner/lessee/guest, informing them of the violation(s) while attempting to gain compliance.
 - 2. If the violation(s) continue, a written notice shall be mailed to the unit owner(s) requesting corrective action with a required completion date. A copy will be delivered to the lessee/guest/any other concerned individuals.
 - 3. Repeated and/or grievous violation(s) will require Board action which may include or require legal assistance, arbitration, mediation, and/or legal action.
 - 4. Lessees who persist in violating the Eastwind Rules and Regulations may be denied permission to lease in the future and could be ejected. The unit owner may be denied permission to lease the unit for a period of time to be determined by the Board of Directors.
 - 5. Guests who violate the Rules and Regulations could be expelled and banned from visiting Eastwind.
- O. Nothing in the Rules and Regulations shall conflict with the Florida State Statutes covering Condominiums and Associations (ss718) or the Eastwind Condominium Documents.
 - 1. If a portion of the Rules and Regulations are found to be in conflict with an aforementioned document, only that portion is null and void, and the remainder of this document stays in force.

- End of Part B, Owner's Information. -