

# WHITTIER TOWERS APARTMENT ASSOCIATION HOUSE RULES

The BOD will review House Rules on an annual basis and document ratification at the annual shareholder meeting. Owners will be notified of any changes to the House Rules by email communication, notice posted on the lobby board, and all documents will be updated and posted on the Whittier Towers website. Owners are responsible to log in and familiarize themselves with changes in the community rules and regulations. Owners who violate the written House Rules and/or By-Laws will be fined 100 dollars up to a max of 1000 dollars for each violation. Owners may appeal to the Compliance Committee for reduction of fines, however, not having knowledge of the rules or By-Laws will not be an acceptable reason for the removal of fines.

I, \_\_\_\_\_ and  
\_\_\_\_\_ of Unit # \_\_\_\_ at Whittier Towers Apartment Association have received and read the Articles of Incorporation, Bylaws, House Rules and Regulations of the Whittier Towers Apartment Association.

I have a deeded parking spot and I/we are aware that regardless of apartment occupants, I am only allowed one car on the lot. I am also aware the five guest spots are for guests' visitors only.

I acknowledge that parking spaces have been reserved for Cristelle Cay in exchange for beach access. I am aware the use of those parking spots violate the agreement between Cristelle Cay and Whittier Towers Apartment Association.

Signature:

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

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**ALTERATIONS AND STRUCTURAL MODIFICATIONS.** No unit owner can make any alteration or structural modification to an apartment without the prior written consent of the Board of Directors after submitting an ARC form. This includes, but is not limited to, windows, doors, porch tile, and screens. Tankless hot water heaters are not allowed. The property manager must be notified of a new air conditioner installation. In the event unit construction is done, a building permit must be obtained and posted at the outside of the unit door. Construction that causes excessive noise will follow LBTS rules, and can only take place from 8:00am to 5:30 pm, Monday through Saturday. The exterior of the apartment cannot be painted, decorated, or otherwise modified in any manner without the prior written consent of the Board of Directors. Consent may be withheld on purely aesthetic grounds. Floors two and three are allowed to have all rooms with tile. A sound barrier is required on floors two and three. If an owner complains of excessive noise from a unit above and there is no sound barrier, owners are in violation of the By-Laws.

The specifications prior to any work must be submitted to the BOD, approved by members of the Construction Committee and the majority of the BOD.

Exterior antennas or other devices such as Direct TV, awnings or shutters are not allowed to be installed on the building exterior and are subject to immediate removal. Curtains are not allowed on lanai's. Shades to block the sun can be installed on the interior of the lanai and must match the color of the building. Shades must be left up and hidden from view when the owner is not in residence. Porcelain white, gray or shaded white/gray tiles may be installed on lanai's.

Cable may be installed after notifying the property manager and receiving approval. The cable company is not allowed to drill multiple holes or leave wires visible.

Residents in units that have windows facing A1A must use neutral shades or drapes, and install hurricane windows with grides to maintain conformity. Non-conforming draperies or windows are subject to removal. All other residents cannot install a window with grids. All doors must be installed with clear/gray impact glass when replaced.

**BALCONIES, CATWALKS AND PORCHES.** No bathing suits, towels or clothing can be hung from the railings. No mops can be shaken from the balconies, or windows. No loose articles shall be left on porches during the hurricane season or extended absence. Items such as water rafts, door mats, carts, building materials, tables, chairs, or any other items left on catwalks will be subject to removal and disposal per LBTS Code Compliance.

**BARBECUES AND OUTDOOR COOKING.** No barbecue or outdoor cooking is permitted except on designated outdoor patios. Propane grills are currently provided by WTA. Owners are expected to leave the grill area clean and trash free and to notify the property manager of empty tanks. Furniture that is moved must be returned to its original location.

**POOL.** Pool rules are determined by the FS Legislature and are posted on the wall in clear view. No glass bottles. No food or drink. No ball playing. No diving or running. Sand, oils, and tanning solutions must be rinsed off prior to entering the pool. Flotation devices may be used, but must be removed after use and not left at the pool. Chaise lounges must be covered with a towel when in use. Chairs cannot be moved that will create an obstruction to the exterior walkway per LBTS Fire Code. Due to FL State Law the rope in the pool can not be removed for the purpose of swimming unless a lifeguard is present. Children under 14 must be supervised.

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**LOBBY.** The lobby is the face of WTA and welcomes guests. No bare feet and no wet bathing suits are allowed in the lobby. The expectation is women should not be in the lobby without a beach cover up, and all men should have on a t-shirt with their bathing trunks.

**ELEVATORS.** Moving in or out of an apartment with furniture can only occur Monday through Saturday from 8:30 to 6pm. The Association must be notified of the impending move, and elevator pads must be used at all times to preserve the elevator and prevent damage. Pads are located in the hut where packages are delivered. Owners and renters who violate the rule will be fined for damage related to the move. In addition, railings should be protected from damage from large items. The elevator is not to be used by children to play.

**BEACH KEYS.** Per the July 1.2021 BOD vote, WTA will maintain a record of who has received beach keys. The WTA president and Property Manager will review all additional requests for keys. Keeping with the House Rule occupancy rule:

1. One-bedroom units will receive one key.
2. Two-bedroom units will receive two keys.
3. Guests do not receive additional keys and a purchase of keys will not be considered.

One bedroom that has two adult occupants (on record that are screened) will receive an additional key.

Two bedrooms that have more than two adult occupants (on record that are screened) will receive an additional key for each adult occupant.

All keys will require a signature of receipt.

1. Replacement cost for lost beach keys will be at the owner's expense at 200 dollars per key.
2. Keys must be returned to the Property Manager at the time of sale of a unit and will be charged back to the owner at 500 dollars per key. The Property Manager will place an outstanding balance of HOA fees on the account prior to the closing.
3. Owners with renters will receive a key for their screened renter and one key for their own use.

**CONTRACTORS AND ASSOCIATION EMPLOYEES.** No unit owner or member of his family or guests can give orders or instructions to contractors. Owners can express his/her desires to the person designated for this purpose by the Board. Property maintenance requiring repairs can be reported to the WTA Property Management Company.

**CHILDREN.** Each unit owner shall be solely responsible for the actions and damages caused by the children living or visiting. Unit owners with children that damage WTA property will be charged the cost of repairs on their accounts. Children are not permitted to play in common areas unless designated for recreational purposes.

Children that are not proficient swimmers or who have not demonstrated the maturity to comply with Association rules must be supervised by a responsible adult. Improper use of recreational facilities include, but are not limited to, causing damage to the common elements, rowdy behavior, vulgar or aggressive conduct towards residents, throwing items such as rocks, or littering. Playing on catwalks with balls and rocks is never allowed. Unit owners shall be responsible for compliance with all rules and regulations concerning the recreational and community facilities.

**CLEANLINESS.** Each unit owner shall be responsible to keep his apartment in a good state of preservation and cleanliness. Owners shall not leave their apartments with open containers of food, dirty dishes in the

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sink, or items that can attract rodents. If a unit does have rodents, and it is determined their lack of cleanliness has led to an infestation; the owner will be responsible for all bills incurred in dealing with the rodent/insect problem that may affect adjoining units.

**DAMAGED COMMON AREAS.** Damage to common areas, including but not limited to the landscaped areas, recreational and common elements, caused by a unit owner, guests or invitees, is the sole responsibility of the unit owner. Damaged screens are the responsibility of WTA to replace unless the damage was deliberate misuse of the property. Personal chairs may be used on common areas. Chairs must be returned to the unit after use.

**FLAMMABLE MATERIALS.** No flammable, combustible or explosive fluid, chemical or substance shall be kept in any apartment, storage area or common area.

**GUESTS. Overnight and day** guests of unit owners shall be required to comply with the rules and regulations of WTA. The BOD can expel guests that fail to comply with House Rules and cause excessive noise and disruption to other owners.

**HURRICANE PREPARATIONS.** Each owner who plans to be absent from his apartment during the hurricane season must prepare his apartment prior to his departure by removing all objects on porches that can cause damage, designate a caretaker for the season, and submitting the name to the property manager. An owner failing to make hurricane preparations will be held responsible for damage done to the property of other owners, and to the building.

**NOISE and NUISANCES.** No owner or occupant shall make any disturbing noise that will interfere with the rights or comfort of owners. This includes playing amplified instruments, music, televisions or other equipment. In addition, no smoking of cigars, cigarettes, cannabis, or vaping is permitted when it may filter up to or below adjoining porches.

## PARKING LOT

Each owner is assigned, as defined in their Proprietary Lease, exclusive use of one (1) parking space. If the occupants of a unit have more than one car it is their responsibility to find alternate, offsite parking. Owners must adhere to these guidelines and agree that if they violate the parking rules their car is subject to towing.

The following vehicles are prohibited:

1. trucks, including pickup trucks, which have a gross carrying weight in excess of ½ ton.
2. vehicles in which the body of the vehicle is lifted higher than three inches (3") above factory specifications.
3. step vans, commercial vans and vans which are not used as personal family passenger vehicles.
4. commercial vehicles, which are defined as any vehicle used to carry tools, goods, equipment or materials in connection with a business, and any sign used in connection with operating a business rather than as a personal family vehicle.
5. boats, trailers, fifth wheel trailers, motor homes, campers, recreational vehicles, jet skis, and wave runners are never allowed on the property at any time. Moving vehicles may only be on the property for the length of time it takes to move belongings in or out of the unit.
6. vehicles must be maintained as to not create an eyesore in the community.
7. vehicles which have been involved in an accident and have suffered significant body damage must be promptly repaired and restored.

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8. vehicles leaking oil are not to be left without repair. The owner has the responsibility of cleaning the asphalt.

No vehicle shall be parked at any time on the grass or unpaved areas, or left in the front of the building unless it is due to unloading of the vehicle. Motor bikes are allowed to be parked in front of an owner's spot. However, vehicles parked in addition to the motor bike cannot protrude past the lines into the passage way of other vehicles. Under no condition are car stoppers to be relocated or removed.

Owners and tenants will be required to obtain an identification tag for their vehicle to be parked in the WTA lot. The tag must be easily visible. Owners and tenants will be required to obtain temporary guest passes for guest vehicles that will be on the lot for more than five days. Owners and renters will be required to submit required information to the property manager which will include vehicle type and license plate number. The property manager will release guest passes as needed.

Three spots have been designated for a rental fee of 150/month. These spots are on a first come first serve basis and limits will be set to one car maximum per unit. The car will receive a temporary guest sticker. The additional fee must be paid to the property management company before the pass will be issued. Spots are marked as WTA Resident #52, 53, 54 and are not available for guest use.

**PERSONAL PROPERTY.** The personal property of an owner shall be stored within their unit or storage areas. Property not stored correctly is subject to removal and disposal. No items can be left outside of the storage unit closets or in the laundry room. Lanais are not to be used for storage of boxes, clothing, beach items, laundry, equipment of any type. In addition, if a lanai is visually unattractive, the Property Manager, under the direction of the BOD, reserves the right to notify the owners to remove items. Packages that have been delivered may not be left in the "hut" for more than four days. Leaving laundry in the laundry rooms unattended in the machines is prohibited and subject to disposal.

**LAUNDRY UNITS.** Remove Kleenex or other type of materials that may have accidentally been in your wash. Laundry facilities are available from 6am to 10pm. Open times are available on all floors to all residents for use.

**PETS.** As of June 1, 2021 pets shall be restricted to aquarium fish, pet birds, small mammals and domestic cats. No more than one pet is allowed. In the event a resident is "house sitting" a pet, the property manager must be notified of the pet in residence and the time frame the pet will be on the property. Pet sitting dogs or dogs of guests are not allowed on the property at any time. Absolutely no exotic pets are acceptable such as snakes, reptiles, spiders or any other venomous creatures. Owners that have pets on the property must register all pets, and the number of pets, with the property management company.

Dogs and multiple other pets registered on the property as May 31, 2021 will be considered "grandfathered" and will be allowed. Dogs are prohibited from the pool area, shall be on a leash at all times, and never be outside without the owner. A "grandfathered pet" that is not registered with the property management company will be considered a new pet and subject to removal.

An owner shall not allow a pet to create a nuisance. The term nuisance in this paragraph shall include, but not be limited to, aggressive behavior, disturbances to other residents by barking, scratching, screeching, howling and other sounds. Should the BOD determine that an owner is in violation of this nuisance provision, and does not take corrective action to address the nuisance, the BOD shall levy a fine of \$100 per day up to \$1000 per

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incident. If it is determined by a vote of the BOD the owner has allowed the pet to continuously create a nuisance, the board will provide documentation of such to the owner with specifics and the pet will no longer be allowed on the property.

It shall be the responsibility of the owner to ensure that all local, city, county, state and federal laws, ordinances and other FL are strictly complied with concerning pets. The owner of the pet shall be strictly liable for all damages, and be liable for all injuries. In addition, the owner of a pet shall indemnify and hold the WTA harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses (including all attorney's fees and costs at all levels trial and appellate) which may be sustained by or asserted against the Association and/or the members of its Board of Directors by reasons of acts of said pets committed in or about the condominium property.

Service dogs per Federal Guidelines and Florida State Law are allowed. All service dogs must show proof of certification. Owners must present a bona fide certificate from their physician if the service dog is required for emotional purposes. These dogs must have proof they have been trained as a service dog. No internet certification will be accepted. Service dogs are entitled to all rights and privileges allowed by law.

**SIGNS.** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any owner or occupant on any part of the outside or inside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board of Directors.

**TRASH.** All refuse shall be securely tied in plastic bags and placed in the dumpster. Recycled garbage should not be in a plastic bag and subject to LBTS rules and regulations. Anyone disposing bulk garbage or construction materials in general refuse will be subject to fines. Proper disposal of bulk materials is the responsibility of the resident. LBTS bulk pick up is the first Friday of the month. Items can be placed on A1A for removal.

**APARTMENT KEY.** A workable key for each apartment must be deposited at the office. The key must be kept in a secure lock box and labeled by the BOD. The key will only be used in case of emergency, and a board member or the property manager must be present if a unit is entered. Every attempt possible will be made to notify the owner of the need to enter a unit. Refusal to give a key to the property manager can create a fire hazard or other liability. Therefore, a unit owner that will not turn over a key will be required to sign a waiver that all damage, as a result of no access, will be a charge back to their unit. In the event the door must be opened, and a caretaker is not available, a locksmith will be called, and the charges will be incurred by the owner.

## **BOAT RULES**

1. All boats must be currently registered with state or province of origin and moored to a permanent dock slip. Anyone mooring a boat at Whittier Towers must provide the make, size and registration number of their craft to the Association. The boat must be registered to the shareholder of WTA and the owner must show proof of insurance and tax liability. In addition, a boater's license must be submitted to WTA. No owner is allowed to sublease the dock.
2. Application for slip use is submitted to WTA in writing. If a slip is deemed available per WTA, the aforementioned items must be submitted. There will be no transfer of a slip from owner to owner. The WTA maintains all rights to assignment of a slip.

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3. Boat size shall not impede access to the adjacent docks or the waterways. The maximum vessel beam shall be 10 foot 6 inches in size and length and shall be measured by motor/drive unit and bow pulpit – motor/drive unit in down position.
4. A single boat may be moored in the water at each dock. All moored boats must be tied securely to the dock to avoid excessive movement with winds and tides. Canals and channels must not be obstructed. In the event of a hurricane, the owner must make accommodations to secure or relocate the boat. Any property damage to individual owner’s units or WTA, due to unsecured boats, is the sole responsibility of the owner of the boat.
5. Owners and renters may keep water boards or kayaks on the property and are allowed to be launched at the sea wall or adjacent dock. Owners of these items must comply with the following: can be stored on the property adjacent to the sea wall against the fence, and stored sideways to prevent rodent nesting when not in use. Owners and renters may store these items after notifying the Property Management company and receiving approval. Unit total cannot exceed two with a maximum storage not to exceed a total of 10 items. The water crafts must be properly stored during hurricanes. Property Management will be instructed to dispose of any items left unsecured during an impending hurricane.
6. Only water boards and kayaks may be stored.
7. Boat maintenance or repair activities such as hull cleaning, (save and except for underwater hull cleaning), hull painting, and discharge or release of oils or greases associated with engine and hydraulic repairs, and related metal-based bottom paints associated with hull scraping, cleaning, and painting are prohibited per the Islands FDEP ( Florida Department of Environmental Protection) permit. Overboard discharge of trash, human or animal waste, fuel or lubricants from boats or docks is also prohibited.
8. FDEP requires all vessels in Association waterways and canals to operate at "Idle Speed/No Wake" at all times. This protects Manatees and abates damage to our Association's seawall.
9. Boats used for commercial purposes are prohibited.
10. Houseboats, Air Boats and Personal Water Crafts are prohibited.
11. A boat that is assigned a slip must be fully operational and in good condition. No restoration of a boat is allowed.
12. All owned vessels shall be monitored on a daily basis by the owner of the vessel or alternate designee.

**BOAT FEES AND APPLICATION.** Shareholders are required to submit a request to WTA Property Management Company to avoid a conflict of interest or appearance of preference. The property management company will keep accurate records of application and documentation.

Shareholders requesting a slip will be accommodated if possible. Once all slips are taken, a waiting list will be established by both WTA/Property Management Company.

In the event applications for a slip exceeds availability, purchase date of the WTA unit will govern assignments. At no time can a shareholder “bump” an existing owner that has been assigned a slip.

Shareholders paying an annual fee of \$1800.00 per year are allowed to maintain access to the slip with an annual renewal. Shareholders requesting short term slip rental will be \$150 per month if available. No guarantee of slip access will be given after the rental term is exceeded. At no time will the Property Management Company or BOD give out the shareholder names on the waiting list.

The line item in the WTA budget shall be established and maintained for the purpose of recording and collecting fees and used for dock improvements, water and electricity. Unused fees may be used for additional budget needs. The sea wall bulk head and dock will be maintained as a common area with all shareholders responsible for repairs.

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## **ASSOCIATION APPROVAL REQUIRED FOR LEASES, SALES AND ALL NEW RESIDENTS; RESTRICTIONS ON LEASING.**

The WTA By-Laws governs Proprietary Leases and the WTA Association approval is required for the sale or lease of any unit. No apartment owner may transfer an apartment or any interest therein by lease or sale without prior written approval of the Association. In the event the owner of an apartment is not an individual but an entity, is a corporation, LLC or partnership, any change of ownership or control of such entity must be noticed to the WTA and the Management Company and submitted to the BOD for approval before the transfer can be made. Any sale or lease which is not authorized pursuant to the terms of the By-Laws shall be void. In the event an owner moves in a tenant without screening, the owner is subject to fines. All persons in permanent residence, regardless of the fact they are not the lease holder, must be screened prior to moving into a unit. The tenant will be requested to vacate the premises immediately if the process is not followed.

The WTA Association has an approval time of 30 days to approve a sale or lease. The property management company and BOD will not delay the process unnecessarily, but at no time shall an owner/buyer/seller appeal to the BOD or property manager to reduce the timeline, alter the process, or push to expedite the process.

**RESIDENCE USE.** Apartments cannot be used for transient rental or be used for commercial or professional business purposes. Violations will be subject to \$100/day fines that can be levied up to a maximum of \$1000 per incident and posted to the owners HOA fees. The proprietary lease is subject to being revoked if more than two occurrences can be confirmed.

**RENTAL FEES.** A deposit of \$500 dollars must be submitted to WTA by the owner for both long term and short-term tenant occupancy. The fee will be kept in an escrow account and returned to the owner when the tenant vacates the property. In the event the tenant causes damage to the property, otherwise violates house rules and/or bylaws when they vacate the property, the deposit will be forfeited. The unit deposit for said owner will then be raised to \$1000 dollars for future rentals for the next 12 months. In the event the next tenant violates house rules and/or bylaws, the unit owner will be suspended from renting for two years. Tenants and guests are subject to abiding by all House Rules and it is the responsibility of the owner to insure knowledge of those rules prior to the application process

**LONG TERM RENTAL.** Prospective tenants are subject to a screening that includes a background and credit check on the initial application which may be waived for subsequent renewals. The BOD reserves the right to request an additional screening prior to the lease renewal and all renewals are subject to BOD approval. Long-term rentals shall be 12 months. An applicant with a criminal background, a credit score of less than 650, and a history of credit delinquencies will not be approved. The property management company must be notified of the owner's intent to renew the lease no less than sixty days prior to the lease expiration date. Any tenant that does not hold a lease after the expiration date will be subject to eviction per FL Law. Owners that do not comply with submission of the lease will be barred from renting for a period of one year.

**SHORT TERM RENTAL.** Prospective tenants are subject to a screening that includes a background and credit check. Short term rentals are allowed twice per calendar year (January to December) for a minimum period of one month. An applicant with a criminal background, a credit score of less than 650 and a history of credit delinquencies will not be approved. In the event an owner allows a tenant to occupy the unit without properly notifying the property management company, the owner will forfeit their right to rent both long term and short term for a period of two years.

**OWNER GUEST USE.** Bona fide guests are friends or business acquaintances and may occupy the unit. Owner's guests may not exceed two seven-day length of stays or a maximum of 14 days per calendar year. No guests can be in



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residence for less than a seven-day period. All guests must be registered with the property management company prior to taking residence. Violation of this policy will result in the owner forfeiting the right to have guests for a period of one year. Guests that are not registered will be considered transient rentals, subject to removal, and fines will be levied against the owner for House Rule violations.

**FAMILY USE.** Owners' immediate family, designated as family up to twice removed, are allowed use of the unit at any time. Owners that desire family members to have use of the unit must register family member names via email with the property management company which will be logged in the owner's permanent records. Term of occupancy is a maximum of 90 days and the property management company must be notified when family members are in residence.

**PROCEDURE FOR OBTAINING ASSOCIATION APPROVAL.** The lease or sale of apartments shall be obtained in the following manner : An apartment owner intending to make a bona fide lease or sale of his apartment or any interest therein shall give to the Property Management Company in writing of such intention with the name and address of the intended lessee or purchaser. The intended lessee or purchaser is required to submit an application form. . The application fee is \$100 or such other amount determined by the Board to the extent permitted by the Florida Condominium Act as amended from time to time. The application fee is to cover the cost of obtaining a background check and other costs of processing the application. The applicants shall also be required to participate in a personal interview conducted by the Board of Directors or person(s) designated by the Board. The applicant is required to contact the legal firm representing Whittier Towers Apartment Association to obtain the Proprietary Lease and the property management company will give out this information. Co-op documents, and any other Title Company requirements are received through the legal entity or property management company. Prospective owners and their realtors may not contact the board of directors at any time for any purpose. An owner may contact the BOD via email with questions relating to a sale/rental at [whittiertowers1439@gmail.com](mailto:whittiertowers1439@gmail.com).

Within thirty (30) days after receipt of application, information, and after the interview, the Association must either approve or disapprove the lease or sale. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association. If the Association shall disapprove a lease or sale of an apartment, the apartment owner shall be advised of the disapproval in writing, and the lease or sale shall not be made. Owners who are not in good standing with HOA fees or in arrears on fees due will not be allowed to lease until such time all fees are paid. Any sale or lease which is not authorized pursuant to the terms of the By-Laws shall be void unless subsequently approved by the BOD.

**Purchase by Entities.** In order to preserve and protect the residential character of Whittier Towers Association, and to prevent transient occupancy, ownership by a corporation, limited liability company, general partnership, limited partnership or trust shall require: (1) designation of an individual (called Occupant) as the person to occupy the unit with the same rights to utilize the unit for residential purposes as applicable to a unit owner, and (2) the Association's approval of the designated occupant whose rights of occupancy and use shall be exclusive to said designated occupant (on the same basis and subject to the same limitations, governing documents, rules and regulations as applicable to an unit owner). As a condition to approval, the Association may require the owner and occupant to execute written documents which require the designated occupant to individually guaranty all obligations of the owner.

**Restrictions and Related Actions.** Only the entire apartment may be rented. The occupancy is limited to the lessee and members of his or her immediate family.No individual rooms may be rented and no transient tenants may be accommodated. No lease shall release or discharge the owner of duties as an owner. The Association may bring an action to evict a tenant for violation of any rule of restriction, and such right is in addition to all other enforcement remedies available to the Association. The association may require and the owner and lessee(s) shall agree, as a condition of approval of the lease, to execute an agreement acknowledging the lessee's obligation to adhere to all rules and restrictions of the Association, and agreeing to the Association's remedies

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in the event of a default.

If an apartment is leased and the owner becomes delinquent by more than 30 days in payment of HOA fees, assessments or other charges to the Association, the Association can collect the rent from the lessee to compensate the Association for assessments due, as well as any interest, costs, and associated attorney fees.

If a lessee becomes a nuisance or otherwise conducts himself or herself in a manner which is unreasonably disturbing to other resident(s), the Association may bring an action to evict the lessee or may deny any application to renew the lease. The Board's determination of whether the conduct of the lessee is a nuisance or is unreasonably disturbing shall be conclusive and determinative. This remedy is in addition to all other remedies of the Association.

## **NUMBER OF OCCUPANTS.**

One-bedroom apartments shall not be occupied by more than two (2) persons and their natural children.

Two-bedroom apartments shall not be occupied by more than four (4) adults and their natural children.

## **REQUEST FOR RECORDS.**

The Association Secretary or other Board member shall, in his or her sole discretion, determine what constitutes a single record. Under no circumstances does a record include any document already in existence, nor records whose retention period has expired as provided for by law or rule whether or not said records are still in existence. Records not maintained in written form may be requested, however, the cost of conversion of the record into written form will be borne by the requesting unit owner.

A unit owner desiring to inspect the records of this organization shall submit, on a working day, a written request to the Association Secretary. The request shall describe each record desired in sufficient specificity to identify it, must specify pertinent dates or time periods, and shall state the purpose of the inspection. The request must be legible, and must describe records by type such as listed in Florida Statutes and not be subject matter such as "all insurance information".

Written request to inspect the records containing more than 10 records, or constituting in the whole more than 200 pages of material may require more than one appointment for inspection purposes. In addition, any request for documents readily available on [www.whittiertowersassociation.com](http://www.whittiertowersassociation.com) are the responsibility of the owner to download. No more than one (1) written request shall be permitted per record per six-month period. Once the record has been inspected by the unit owner or by an authorized representative, or a copy obtained by the unit owner or authorized representative, if the record has not changed, it is not subject to further requests for inspection and/or copying by that unit owner or authorized representative for a period of six months. Any record inspection scheduled as the result of the receipt of a request shall be deemed to be an inspection of all records listed in said request that were not previously indicated as exempt or unavailable.

1. Upon receipt of the written request and within the time period permitted by law, the Association shall respond to the unit owner in writing designating the date, time and place that the inspection shall occur, and that the inspection shall be limited to the records as detailed in the written request, in the event the Association asserts an exemption to disclosure, the unit owner or authorized representative requesting the record shall be advised in writing of the exemption.
2. The record inspection shall occur at the time, date, and place designated by the Association in its response to the unit owner or authorized representative and will be under the supervision of a person or person designated by the association to monitor and assist in the record inspection. The records inspection session shall not extend beyond two hours. The Secretary or other person designated by the Association may institute any supervision or reasonable security measures with regard to the record inspection.

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3. During the record inspection, no mark whatsoever shall be made on any record, nor shall any pages affixed together by staple, paperclip, or other means be disassembled, nor shall the records being inspected be altered from the sequence in which they are presented for the inspection. Further, no record inspection shall occur under circumstances which cause the record to leave the control of the association, nor shall any record be removed from the location of the inspection for any reason whatsoever.
4. The Association is not required to make and/or mail deliver record copies to the unit owner or an authorized representative upon demand, but rather the unit owner or authorized representative can request copies, as detailed herein, during the inspection. A unit owner shall pay to the Association, in advance, the sum of 25 cents per page for copies of records, said payment to be either cash, business or personal check, whichever the association specifies.
5. The Association shall, as its option prepare record copies on single-sided sheets or duplexed. A duplexed copy shall be, for the purposes of the 25 cents per page charge, two copies. The Association shall not, however, be required to copy two separate documents on a single page for the purposes of minimizing the per page copy cost. Lists of unit owners containing their addresses and/or phone numbers shall not be released by the unit owner or the authorized representative to anyone not a unit owner in this Association. No written request for inspection or copying shall be made in order to harass any unit owner, resident, association agent, officer, director, or employee. Inspection and copying requests not in conformance with these rules will be deemed to be harassment. All persons inspecting or requesting copies of records shall conduct themselves in a business-like manner and shall not interfere with the operation of the association office or place where the records are otherwise inspected

## **House Rules Amended on July 1, 2021 to include the following:**

### Article 1.

A new owner at Whittier Towers Association as of this date, July 1, 2021, cannot rent their unit for the first 12 months after closing/purchase of the unit regardless of whether or not they are an owner of another unit. Additionally, there can be no more than 18 units with long term tenants at Whittier Towers Association at any given time. An owner will have to wait until an open lease becomes available.

## **House Rules Amended on August 5, 2021 to include the following:**

### Article 2

The HOA will maintain a service contract for bi-annual servicing of air conditioners. Owners are subject to payment of the service which will be charged to their HOA fee. An owner that does not want this service to be performed by the HOA, must submit a bi-annual receipt that the service was performed. Owners will be notified by email when servicing will begin each six-month period.

## **House Rules Amended on October 7, 2021 to include the following:**

### Article 3

The term limit on installed water heaters is not to exceed 12 years of age. In the event a water heater causes damage to another unit via the age of the heater, the owner of that water heater is responsible for repairs and damage to the affected owners.

## **House Rules Amended on November 4, 2021 to include the following:**

### Article 4

A total of three guest parking spots may be rented. Refer to parking lot section in House Rules. WTA Resident #52, 53, 54 marked in row two are reserved for rental and may not be used for guest parking.

# WHITTIER TOWERS APARTMENT ASSOCIATION HOUSE RULES

## House Rules Amended on January 6, 2022 to include the following:

### Article 5

In the event it is witnessed or known that a person residing/owning in Whittier Towers deliberately damages one of the entry gates in the community, the cost of the repair will be that owners responsibility and liability to pay. This written motion passed unanimously. The Board of Directors and the owners discussed other damage to the common area by owners and renters. A motion was made that any damage to common area within Whittier Towers by an owner or an owner's tenant will be liability of the owner to pay and the cost will be placed on the owners HOA account.

## House Rules reviewed on April 7, 2022 BOD meeting and approved by unanimous consent

## House Rules Amended on September 9, 2022 to include the following:

### Article 6.

Whittier Towers is required to adhere to Florida State Law. Any pool servicing more than 30 units is considered a public pool. In addition to the pool rules previously posted, and in accordance with state law, the following rules are now in effect:

1. FL Law: No food or beverages other than bottled water is allowed at the pool.
2. FL Law: Use of the pool area is only from dawn (sun rise) to dusk (1/2 hour before dark).
3. FL Law :Bathing load is restricted to 20 people maximum
4. No coolers are allowed at the pool
5. Owners with overnight guests have full use of the pool.
6. There are no day guests allowed without the permission of the property manager. Requests are to be made one week in advance to insure there is not a possibility of exceeding the maximum bathing load. Maximum amount of day guests can not exceed a total of 8 people including children. No owner is allowed to have more than 4 guests at one time unless approved by the BOD. Owners with guests not registered in advance will be asked to vacate the pool.
7. In accordance with the House Rule on noise, music may not be played at the pool. Ear buds are required.
8. Owners/renters and guests are required to abide by all posted rules regarding the use of the pool.

### Article 7

Whittier Towers is a gated community. No open houses are allowed. Units are to be shown by appointment only.

### Article 8

Per FS State Statute 719 passed this year, the WTA Association will adhere to the following:

When a unit is leased, the tenant has all use rights in the association property available for use generally by the unit owner and the unit owner does not have such rights except as a guest. This subsection does not interfere with the access rights of the unit owner as a landlord pursuant to chapter 83.

Guests may not park as a guest in the lot unless it is for the purpose of checking their unit with the tenants permission. The owner forfeits their right to the pool, dock, beach, propane grill and picnic area and any and all common areas.