

**Revised 5-25-2023**



**THE RULES WE LIVE BY  
2023**

**White Egret Condominium  
2200 NE 33<sup>rd</sup> AVE  
Fort Lauderdale, Florida 33305**

## **Forward**

### **PREAMBLE**

The following regulations are established pursuant to that portion of the Declaration of White Egret Condominium, Inc., which provides that the board of directors shall have the authority to make reasonable rules and regulations.

These rules and regulations are designed to make living in our condominium pleasant and comfortable. In living together, every owner has “certain” rights and obligations.

The board of directors welcomes owners’ written comments that will support and promote a harmonious community that recognizes the importance of respect for each other. Board of Directors contact email address: [manager@whiteegretfl.com](mailto:manager@whiteegretfl.com)

*The term “Resident” throughout this document includes owners, registered guests, and lessees.*

This edition supersedes any previously printed edition of “The Rules We Live By”.

Adopted by:

White Egret Condominium, Inc. Board of Directors May 25<sup>th</sup>, 2023.

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## **SECTION 1: YOUR UNIT:**

### **Absence of Resident**

**A.** A resident who vacates a Unit for 24 hours or more is required to turn off both main water valves before leaving the unit and notify the manager that this has been done. Valves are located in the A/C closet.

**B.** Whenever a resident leaves his/her unit for three or more days, the resident shall, in writing, notify the lobby desk person and advise dates of departure and return, cell phone number and one other method of contact where s/he may be reached in case of an emergency at the White Egret. Forms are available at the lobby desk or manager's office. During prolonged absence of the owner, it is strongly recommended that someone check on the unit from time to time as the association is not responsible.

### **Balconies**

**A.** Nothing is to be attached to the balcony or railings, temporarily or permanently. Drying of towels, beachwear, clothing, or other items by draping on the balcony railing is prohibited. *Exception:* seasonal lights are allowed from October through January 15; at which date lights shall be removed.

**B.** Carpet of any kind or size is not allowed on the balcony, as it will damage the concrete floor.

- C. Fire or cookout grill equipment of any type (i.e., Charcoal, gas, etc.) is not permitted on balconies.
- D. Nothing is to be thrown from balconies or walkways.

### **Condo Unit Insurance**

- A. Each unit owner has the obligation to purchase public liability insurance to protect him/herself against claims due to accidents within his/her unit and shall purchase casualty insurance on contents within the said unit. Declaration Article XXV(F)
- B. Proof of Insurance must be provided annually.

### **Doors and Windows**

- A. Entry doors are not to be left open into walkways. (A violation of the City Fire Code.)
- B. Safety Alert: To minimize accidents due to crosswinds between balcony and walkway doors, extreme care must be used when opening and closing walkway doors if the balcony is not closed and locked.
- C. Fort Lauderdale "Fire Code" requires both walkway unit doors to be available for entering and exiting the unit. Neither door may be blocked or altered by any interior remodeling.
- D. Doors and windows must conform to the building code and be approved by the manager/board of directors.
- E. Permission for installation of hurricane shutters, impact doors, balcony screens, etc. must be requested in writing before installation and must be approved by the board of directors, in accordance with the present established policy.

### **Door Locks**

- A. In the case of rekeying a lock, a duplicate key to that lock must be left with the manager immediately upon installation. No digital locks shall be installed; only keyed locks.
- B. Members of the association and lessees shall supply the manager with a complete set of keys that will permit entry into the unit in the event of an emergency or life-threatening situation. Emergency keys will not be surrendered to any guests or lessees under any circumstances without management approval.
- C. After office hours lockout - contact front desk.
- D. Residents may not leave keys with the lobby desk staff to hold for others unless approved by management.
- E. See Declaration of the Condominium, Section XXII(H) Article II and By-Laws Sec.4D

### **Hurricane Protection**

- A. During hurricane season, all owners shall remove any objects from their balconies during absences unless they have hurricane shutters which shall be closed and locked.
- B. To prevent water damage to your unit or adjoining units, residents shall close and lock windows, doors and shutters when securing the unit during absences.

### **Interior Of Unit**

- A.** Residents shall at all times keep the interiors of their units neat, clean, and free from trash, debris, or other similar items. All entranceways to the various rooms, as well as the doors to the catwalk, shall always be kept clear so that free access can be gained to all rooms within the unit.
- B.** No public sale of personal property or furnishings shall be allowed in any units unless authorized by the board of directors.
- C.** Individual clothes washers and dryers are not permitted in any unit.

### **Legal Protection Of Last Owner's Estate (Unit And Contents)**

- A.** In the event of the death of the last surviving unit owner, only those persons designated in writing in advance by the unit owner "or" designated to be the official personal representative with court authority "or" designated as the successor trustee of a trust instrument shall be admitted to the deceased owner's Unit.
- B.** Forms to designate others are available in the manager's office for each resident of a unit.

### **Noise**

- A.** Noise-producing work in all units is restricted to the hours of 9 am to 4:30 pm Monday through Friday.
- B.** No noise-producing work is permitted on Saturdays, Sundays, and legal holidays or weekday evenings after 4:30 pm.
- C.** Radio, television, stereo, boom boxes, all musical instruments, and noise produced by personal activities must be kept to a reasonable volume, especially between the hours of 10 pm through 9 am.
- D.** Soundproofing is required for all flooring (tile/marble/wood) covering the concrete slab, excluding carpet with padding, and must be approved by the manager/board of directors.

### **Occupancy**

- A.** No more than 4 adults may occupy a one-bedroom unit. No more than 6 adults may occupy a two-bedroom unit.

These rules may be waived during holiday periods not to exceed two weeks in the case of visiting children.

### **Proper Conduct**

- A.** Condo living requires that each resident regulate the occupancy and use of his/her unit so as not to unreasonably disturb any other resident.

### **Structural Changes to Unit**

**A.** No structural changes or alterations shall be made in any unit (including the balcony) without prior written consent from the board of directors/management. An application must first be filed, which can be obtained from the manager's office.

### **Waterbeds**

**A.** Waterbeds are not permitted.

## **SECTION 2: PARKING**

### **Parking – Guest**

**A.** Residents may not park in any space designated for guests unless they obtain a parking permit for a special circumstance.

**B.** Upon arrival, guests must obtain a parking permit from the guard and place it on their dashboard in full view. Failure to do so may result in their vehicle being towed.

### **Parking-Resident**

**A.** Parking must conform to Section XXII, (L) of the Declaration of Condominium. Only owners and residents may park in these numbered spaces. All others are considered guests and must park in guest parking. *The only exception:* are those owners who originally purchased a second space from the developer as evidenced by parking deed(s) or owners who subsequently purchased such spaces from the original owners. Proof of such purchase shall be given to the management office and kept in the owner's file.

**B.** All owners are assigned ONE parking space for passenger automobiles. Park your car between the lines designating your "Assigned space".

**C.** Additional parking space must be secured before an additional passenger vehicle is brought onto the White Egret lot.

**D.** Residents who rent or purchase an additional space from its legal owner shall furnish proof of same, in writing, to the management office.

**E.** Keep all driveways and entrances clear. Observe directional and speed signs (5 mph).

**F.** Residents must park in their owner-assigned spaces only, except as described in "An' above and in spaces they have leased.

**G.** Motorcycles must be parked within the assigned parking space.

**H.** Items of value should not be left in parked vehicles which should be locked at all times.

**I.** Parking is at the vehicle owner's risk. White Egret Condominium, Inc. will not assume any liability for any losses as it relates to damage or theft.

**J.** Anyone who is in violation of the parking rules will be towed at the owner's expense.

### **Vehicle Repairs**

**A.** Vehicle repairs and oil changes are not permitted in the parking lot except as noted below.

- B. Minor and brief tasks such as dead battery recharging, tire changes, and windshield wiper replacement are permitted.
- C. All vehicles must have up-to-date registration and be in good working condition, including having no flat tires.
- D. Vehicles with work logos or other advertising materials are not allowed on the premises.

### **SECTION 3: SHARED AREAS/EQUIPMENT**

#### **Attire**

- A. Proper attire (covered top, bottom, & shoes) must be worn inside the building at all times. Swimwear, beach towels, bathrobes, and sleepwear are not considered proper attire.
- B. Dripping bathing attire is not allowed in the lobby, clubhouse, gym, catwalks, or elevators.

#### **Ball Playing**

- A. For the safety of all, ball playing of any kind and other physical contact sports is not permitted on the premises.

#### **Beach Return**

- A. Sand shall be rinsed off chairs and body before entering pool facilities and the building.
- B. Please remove all sand/tar upon entering the premises from the beach.

#### **Bicycles, Rollerblades, Skateboards, Electric Scooters**

- A. For safety's sake: No bicycle riding, roller-blading, or skateboarding is permitted on the premises.
- B. Bicycles/E-Scooters are permitted to be brought up into the building by elevator. You are asked to share the elevator with other residents. Should residents in the elevator who are obviously formally dressed, you are asked to wait for the next elevator to eliminate the chance you could brush against their clothing.
- C. There is a bike rack on the 2nd floor. Registration is required. Please see the lobby desk person to register. Bicycles/E-Scooters are to be kept either in your unit, storage locker, or bike rack. Leaving your bicycle/e-scooter in these areas is at your own risk. Do not store bicycles-scooters in the parking lot or in your parking space.

#### **Bulletin Board – Notices**

- A. All notices shall be on a 3x5 card or 8.5 x 11 sized paper and posted for two weeks “maximum” unless otherwise authorized.
- B. All notices shall be approved and signed by the manager before posting.
- C. Notices of Units for sale or lease are restricted to White Egret units only.

#### **Car Wash**

- A. There is a hose in the north parking lot aisle, available for car washing in that area.



- B.** Request key from Security Desk to turn water on.
- C.** Completely turn off water and roll up hose when finished.
- D.** Please be respectful of nearby cars.

### **Children**

- A.** Children are not permitted to play in the lobby, stairways or clubhouse. Nor are they permitted to run or draw with chalk on the catwalks.
- B.** Children are not to interfere with the operation of the elevators.
- C.** Owners are responsible for any damage caused by their children and/or their guests' children.
- D.** Claims for personal injuries are the responsibility of the owner host, not the association.
- E.** Children under age 12 shall be accompanied by an adult at all times in the pool facilities.

### **Clubhouse Event**

- A.** The Clubhouse is for the reasonable use of owners and lessees only for social events.
- B.** The room is not to be used for sales or solicitation groups.
- C.** A security deposit check in the amount of \$500.00 and a completed application should be submitted to the manager at least ten days in advance of the preferred date. The security deposit will be returned if the room and furnishings are left in a clean and orderly condition. Any damage, left garbage or party remains will result in forfeiture of the security deposit.
- D.** It is the responsibility of the user to ensure the proper clean-up of the Clubhouse after use. Members of the White Egret staff are not permitted to clean up these areas after a private party, while they are on their regular duty assignments.
- E.** Availability will be assigned on a first-come, first served basis.
- F.** Maximum capacity of the clubhouse room is 40 people (City Fire Code Regulation). The Clubhouse is not to be "Rented out."
- G.** Employees of residents (i.e., maids, live-ins) are not permitted to use the recreation facilities.
- H.** Grilling is permitted on the sundeck outside of the Clubhouse. Register at the lobby desk and obtain the key and grill rules.

### **Elevators**

- A.** During a power failure, elevators will stop running momentarily. Do not be alarmed. As there will be a short delay to switch to emergency power.
- B.** In the event the elevator stops running between floors, or door will not open, you must remain calm and simply push the "Call" button located on the button panel. This will call and alert the lobby desk who will restart the elevator.
- C.** The south elevator is used for "both" passenger and all non-passenger transport weekdays.
- D.** When getting large deliveries (i.e., furniture, appliances) or moving in large items yourself, please contact the lobby desk to ensure that the elevator will be available and padded. In addition to your reservation, a security deposit check of \$250.00 is required and will be returned if there is no damage or harm to the elevator or other common elements from your delivery.

### **General Common Area Guidelines**

- A.** No signs, plaques, door mats, shoes, beach chairs, towels, furniture or other decorations are to be placed on any walkways, catwalks, windowsills, or any common area.
- B.** Residents are not to use condominium property, supplies, or equipment for their personal use.
- C.** Only authorized personnel are permitted on/in the building roof, machine rooms, meter room, pool equipment room, and generator room.
- D.** Residents shall refrain from engaging the guards or other White Egret employees on duty in extended social conversations.
- E.** Operation of shortwave transmitters are not permitted within the building or its grounds at any time.

### **Garbage**

- A.** Do not use the garbage chute before 8 a.m. or after 10 p.m. because compactor noise can be heard on lower floors.
- B.** Only Bagged items are to be placed in the chute. Walk all other items to the ground floor and place in the garbage bin. Do NOT place: cardboard, pour cat litter down, metal objects or any items that will lodge and cause garbage to back up or will damage the compactor machinery.
- C.** All garbage is to be placed in a bag, tightly closed, and securely fastened in a size that will fall freely in/within the chute. Place the bag on the chute door shelf and close the chute door.
- D.** Be sure the garbage chute door is firmly closed after use to prevent odors from escaping into the room. Additionally, leaving the chute open is a violation of the fire code.
- E.** Please pick-up any garbage that has dropped on the floor.
- F.** Use your disposal unit for food wastes, liquids, vegetables, etc. remembering to run a liberal stream of water during and after disposal operations to ensure flushing of the waste materials into the main sanitation lines.
- G.** DO NOT use the garbage chute to dispose of boxes, furniture, or any items which are not garbage.

### **Gym**

- A.** Gym is available for use 24 hours a day. Use your fob for entry.
- B.** Use of the gym is at the user's own risk.
- C.** Wipe the machines after use.
- D.** Before leaving, turn off lights and fans.
- E.** No wet bathing attire is permitted in the gym.
- F.** No guests or children under the age of 15 years may use the gym. Minors 15 years and older must be accompanied by an adult resident.
- G.** No personal trainers are allowed due to the limited space.

### **Luggage/Shopping Carts**

- A.** Luggage conveyors and grocery carts must be taken out and brought back into the building through the east entrance.
- B.** Conveyors and grocery carts must be returned to their original storage areas immediately after use. They shall not be left in the units, elevators, stairways, or walkways; so that others may also have a cart when needed.

### **Sauna**

- A.** Use of the sauna rooms is restricted to residents and guests between 7:00 a.m. to 10:00 p.m. No person under 18 is permitted in the sauna room unless accompanied by an adult resident or adult guest.
- B.** It is suggested that you seek your doctor's advice before using the sauna.
- C.** White Egret assumes no liability for the use of the sauna. Use at your own risk.
- D.** Before using the sauna room, remove all powders, tanning lotions, sand, tar, etc. from your body.
- E.** Please turn off the main light switch when leaving the sauna.

### **Solicitation**

- A.** There shall be no solicitation by any persons anywhere in the building for any cause, charity or any purpose whatsoever, except as authorized by the board of directors.
- B.** Advertising services of newspapers, radio, tv, websites or other publications shall not use the name or address of the White Egret Condominium.

### **Stairways, corridors, walkways, or meter rooms**

- A.** Items of any kind are not to be abandoned or stored in the stairway, corridors, walkways or meter rooms.

### **Storage**

- A.** Storage compartments are numbered and assigned, one to each unit and are located on the ground floor of the building.
- B.** Keys to the storage rooms are available at the lobby desk.
- C.** No one shall store any articles or harmful "chemical/vapor/fume/combustion" producing products in his/her unit or storage locker; which will create a fire/safety hazard.
- D.** Items are not to be left on the storage room floor. Only in the individual assigned lockers.
- E.** Storage rooms are to be kept locked when not in use.

### **Swimming Pool**

- A.** All persons using the pool and other recreational facilities do so at their own risk. No liability is assumed by White Egret Condominium, Inc.

- B.** Pool deck capacity is 20. If capacity is reached, residents have priority to be there.
- C.** All persons must shower before entering the pool or sauna and remove all sand, suntan lotions and tar from their bodies.
- D.** All persons shall observe the pool hours and rules as posted at poolside. Pool hours are between 7:00 a.m. - 10:00 p.m.
- E.** Use of the pool facilities is restricted to owners, lessees and their registered guests, except that non-residents may be invited to use the pool, but not in excess of two non-resident persons per unit and must be accompanied by the owner, lessee or registered guest.
- F.** Employees of residents are not permitted to use the pool.
- G.** Persons in bathing attire entering the building should wear a top covering and footwear.
- H.** Persons with open blisters, cuts, skin abrasions or with any communicable diseases are requested NOT to use the pool.
- I.** There are no lifeguards. As a safety measure, it is advised that no person swims alone.
- J.** Children under the age of 12 years of age are not permitted in the pool unattended. Infants under 3 years of age or in diapers are NOT permitted in the pool under any circumstances.
- K.** Fouling the pool water with urine or fecal matter will result in the pool closing to drain and sanitize. Violating unit owners will pay all costs.
- L.** Smoking/vaping on the pool deck is prohibited.
- M.** Liquids may be consumed poolside if they are in non-glass, spill proof containers (i.e., bottled water with screw on caps, sippy cups, sports bottles, etc.).
- N.** Food may not be served or consumed at poolside, but may be served or consumed on the sundeck above.
- O.** Poolside furniture should be protected from suntan lotions and other oily materials by towels or other means.
- P.** Chaise lounges are to be kept on the clubhouse side of the pool per city code.
- Q.** Please return poolside furniture to its original position.
- R.** Please be respectful of the noise from personal sound devices (i.e., Radio, boombox, wireless speaker, boom etc.) must be reduced either through use of air/ear pods, earphones or through reduction of volume to a minimum.

#### **SECTION 4: REPAIRS AND RENOVATION**

##### **Unit Entry**

**A.** Service form: Entry Authorization Form must be completely filled out before firms or their representatives are permitted to enter a particular unit when the resident is not on the premises. Forms are available in the manager's office or at the lobby desk.

##### **Maintenance Requests for Common Element Areas**

**A.** Call or visit the lobby desk to report a maintenance issue or ask for a form.

### **Maintenance Personnel**

A. White Egret maintenance personnel are not authorized to work privately for owners/residents during their working hours. Any arrangement pertaining to after-hours work is strictly between requestor and maintenance personnel. White Egret Condominium, Inc. assumes no responsibility for work done privately by maintenance personnel for residents.

### **Plumbing**

A. Due to inconsistent water pressure in the building, all replacement or repairs of new ball cock valves must be brass.

### **Outside Workers, Residents, Lessees, Guests**

A. "Workers" engaged in the building on behalf of residents are to be licensed, insured and pre-approved by the manager prior to entering a unit.

B. All noise-producing work in Units is restricted to the hours of 9:00 a.m. to 4:30 p.m. Monday through Friday only.

C. Workers, residents, lessees and guests are not permitted to perform work on Saturdays, Sundays and Legal holidays, *unless* an emergency situation exists; i.e., HVAC, refrigerator failure, plumbing emergency.

D. Workers are not permitted to bring portable audio music devices/equipment to the White Egret job site.

E. Any electrical or plumbing work to be done in a unit shall be performed by licensed and insured individuals. Proof of same will be provided to White Egret manager prior to work commencing.

F. Owners are also liable for any damage(s) caused by workers brought to the building, including common and limited elements and shall forfeit the \$500 Security Deposit. Work may not resume until a new Security Deposit check is given to the manager.

### **No Work Holiday List:**

July 4<sup>th</sup>

Labor Day

New Year's Eve

New Year's Day

Memorial Day

Thanksgiving Day

Christmas Eve

Christmas Day

## **Section 5: Non-Residents - Guests, Visitors, Owner's/Renter's Employees, And Delivery Persons.**

### **Deliveries**

- A.** Daily delivery schedule for large items is Monday through Friday from 9:00 a.m. to 4:00 p.m. and Saturday from 9:00 a.m. to 12:00 p.m. No deliveries are permitted on Sundays or holidays. A \$250.00 deposit check must be left with the lobby desk person prior to delivery date.
- B.** All other deliveries, including food, supermarket deliveries and flowers may be delivered to the unit following a phone call to the resident for approval.
- C.** Emergency deliveries or services on Sundays restricted to HVAC, refrigeration, and plumbing are permitted with manager's approval.
- D.** People with special needs may arrange with the front desk to have deliveries made automatically.

### **Package Deliveries**

- A.** Packages may be received by the lobby desk person. Notification by text, email or phone will be given that a package has arrived. Authorization form for lobby desk acceptance may be obtained from the manager's office.

### **Employees of Owners/Residents**

- A.** Personnel employed by residents, full or part time, shall register and be identified at the lobby desk.

### **Guests/Visitors**

- A.** Guests/visitors shall register at the lobby desk and abide by all rules and regulations in effect for the owners/lessees.
- B.** Residents are responsible for all guests and shall advise them that their stay can be terminated if rules are violated.
- C.** An owner may designate members of his/her immediate family as guest occupants of his/her unit. Members of immediate family are defined as owner's parents, adult brothers and sisters, adult sons and daughters; any of whom may be accompanied by their respective spouses and children.
- D.** Once in every six-month period, other persons may be designated as guest occupants during the owner's absence, but in no event shall such guest occupants remain in possession of the Unit longer than 21 days, without approval. After 21 days, guests shall be interviewed, by an officer of the board, and be subject to the same rules and regulations as owners and lessees.
- E.** Owners planning to give possession of the unit to guest occupancy, shall submit the fully completed and signed "Certificate of Guest Privileges Form" to the manager at least 10 days prior to the intended arrival of such guests. Forms may be emailed to: [manager@whiteegreftl.com](mailto:manager@whiteegreftl.com)

F. All guests shall abide by the rules and regulations in effect at the time of their occupancy. Owners are responsible for their guests. Owners should advise guests that their stay can be terminated if any of the rules or regulations are violated.

## **Section 6: Sale, Refinancing, Or Renting Of Your Unit**

### **Rental of Unit**

- A. During the first year of ownership, rental of a unit is not permitted.
- B. Short-term rentals are not allowed (i.e., Airbnb). The White Egret is not to be used as a hotel.
- C. Each owner has complete responsibility to acquaint the lessee with the existing White Egret Rules We Live By and is also responsible for the lessee's compliance with the same. Rules booklets are available in the manager's office.
- D. Owners will be held responsible for damage to the White Egret caused by lessees.

### **Moving In/Out**

- A. All residents must arrange moving dates with the lobby desk in advance so that one elevator is reserved and padded.
- B. Moving is not permitted on Saturdays, Sundays and legal holidays. Moving hours are 9:00 a.m. to 4:00 p.m. A \$ 250.00 deposit check (refundable if no damage to the White Egret) must be left with the lobby desk along with a copy of the moving company insurance prior to moving date.

### **Purchasing, Leasing, Selling and Transfer of Units**

- A. Owners may lease their unit once in a twelve-month period, but for no less than six months and one day.
- B. No corporation or other commercial enterprise shall be eligible for membership in the association, or have the right to purchase units. (Section XIX (D) of the Declaration of Condominium.)
- C. Each membership application form for purchase or lease shall be submitted to the board directors for approval before scheduling orientation.
- D. Lessees will not be approved by the condominium association or its designee unless maintenance fee is paid in full the month in which occupancy is to start.
- E. Upon expiration of the old lease, a new application for a renewal lease or new lease must be submitted for the unit. (Florida statute 718 and sec. XXI (C) of the Declaration of Condominium.)
- F. Completed, signed applications for sale or lease of a unit will be processed only when:
  - 1. Forwarded to the manager's office at least ten days prior to the date of occupancy or sale.
  - 2. Accompanied by signed agreement of sale or lease agreement, additional information as requested on the "Application to Lease/Purchase," the non-refundable \$100 per applicant fee and \$100 fee for form processing for mortgage & title companies and such other information as is requested by the board of directors.
  - 3. Maintenance is paid for the month in which the application is filed.

4. Interview has been conducted by representative(s) of the Orientation Committee and the prospective resident is approved.

### **Refinancing**

A. The association or its authorized agent shall be entitled to charge a reasonable fee, not to exceed \$100, to the prospective purchaser, lien holder, or other entity asking for responses to its requests for information.

## **Section 7: Security And Safety**

### **Emergencies**

A. All emergency situations shall be reported to the manager/lobby desk immediately. These will be remedied as quickly as possible.

B. In a personal health emergency, 911 should be called immediately.

### **Emergency Report Card**

A. Resident "Emergency Report Cards" should be completed and returned to the manager's office to be kept on file to facilitate location and notification of the proper person in the event of an emergency, particularly in the case of those residents who live alone.

### **Fire/Smoke Alarm System**

A. The north and south stairway fire doors are wired into the alarm system. Alarms will sound at the lobby desk when you exit these doors. The north stairway emergency exit door is to be used in the event of a fire only. The system reports trouble to the lobby desk immediately. The wall annunciator monitors smoke and fire as well as vandalism on the system.

B. Under no circumstances are residents to remove any of the equipment within your unit or spray anything near the head of the smoke detector. If this occurs and a service call is required, when the White Egret receives the bill for the service call, you will be billed for that service call. These service calls are billed at a rate of \$250 to \$500 depending on the time involved plus replacement parts.

### **Internal Incident Reports**

A. All residents are required to report promptly in writing to the manager's office any incidents which may require the filing of an insurance claim (i.e., water damage, slips & falls, vandalism, etc.). Forms are available in the manager's office and the lobby desk.

## **SECTION 8: BUILDING MANAGEMENT**

### **Office Services**

A. Notary services are available at the lobby desk or manager's office for a fee.



**B.** Copies can be made at the lobby desk for a fee.

### **Employees**

**A.** All White Egret employees are under the direction of the manager.

**B.** Residents should communicate any complaints or requests for employee tasks, during business hours to the manager only.

**C.** No individual is permitted to leave keys to a unit with the lobby desk.

**D.** Employees are available for maintenance work for owners only after their scheduled work hours.

### **Entry To Unit**

**A.** The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements therein, or for making emergency repairs therein to prevent damage to the common elements of unit or other units.

**B.** Please see Section IX (C) (I) and Section XXII (H) of the Declaration of Condominium and Article 4(D) of the By-Laws.

### **Maintenance Requests for Common Element Areas**

**A.** Maintenance requests can be made by contacting the lobby desk and reporting the maintenance concern.

**B.** Submit a maintenance request form, which is available from the lobby desk.

## **SECTION 9: COMPLIANCE WITH RULES**

### **Intent:**

The objective of these policies and procedures is to ensure that the provisions of the Declaration of Condominium, the Articles of Incorporation, By-Laws as well as the Rules and Regulations adopted by the Association are followed by all owners, residents, guests, and invitees. Owners shall be held responsible for the violations of their tenants, guests, invitees, employees, contractors, and agents.

### **Committees:**

**Rules Committee:** This Committee shall be established from time to time to review the Rules and Regulations and to provide advice and guidance to the board with respect to recommended revisions to the rules and regulations as well as recommendations on fine schedules.

**Fining Committee:** This shall be a committee of at least three members who are impartial and fair minded. These members, who must be a record titled owner, shall not be officers, directors,

or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee or share interests in any way to a member(s) of the board or the violator(s). The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by a majority vote, the fine or suspension may not be imposed.

### **Violation Policy**

1. A violation is identified. Anyone may report a violation. Unit owners are encouraged to report violations to the Property Manager and to fill out an incident report. An individual reporting a violation should provide any and all evidence substantiating the alleged violation(s).
2. Suspected and alleged violations may be investigated by management, or the board of directors in order to confirm the violation. If the violation cannot be confirmed no action should be taken.
3. Any evidence to prove the violation occurred should be provided to the Association and shall be maintained as part of the official records. This includes photos, Video, witnesses, and their contact information.
4. If a violation is confirmed, the manager, as an agent of the association, shall issue a written "Violation Notice" to the owner/ resident via hand delivery, U.S. mail, or certified mail.
5. The Violation Notice shall contain (i) a description of the violation(s) including the dates/times the violation(s) has occurred, (ii) authority in governing documents to cite the issue as a violation (**I.E., the Violation Notice should specify what provision of the declaration, by-laws or written rules and regulations has been violated**) and (iii) the required time frame to correct the violation. **Note:** Major or repeated violations may be subject to immediate fines as determined in the sole and reasonable discretion of the board of directors without providing an opportunity to correct the fine prior to fines being issued.
6. If the violation is not corrected within the time frame provided (or if this is considered to be a major and/or repeat offense), the board shall meet and shall determine the time period to be fined and the fine amount, after which a final notice shall be approved by a majority vote of the board which shall be made at a duly noticed board meeting. The manager shall execute a final notice containing (i) a description of the violation(s) including the dates/times the violation(s) has occurred, (ii) the provisions of the governing documents that have been violated, (iii) the proposed fine amount(s) as determined by the board of directors, and (v) the date, time, and location in which the Fining Committee Hearing shall take place. The "Violation Notice" will be mailed to the owner/resident at least 14 days prior to the scheduled date for the Fining Committee hearing.
7. At the Fining Committee hearing, the owner/resident will have an opportunity to be heard as to why a fine should not be imposed against them and may present any evidence, documents or

witnesses the owner believes is appropriate. The manager shall act as prosecutor, representing the association. If the owner/resident fails to appear at the hearing, the hearing shall proceed as planned. At the conclusion of the hearing, the Fining Committee will either CONFIRM or REJECT the fine levied by the Board of Directors. If the Fining Committee rejects the fine it shall not become effective.

**8.** A fine cannot exceed \$100.00 per day, per violation, or \$1,000.00 in the aggregate.

**9.** If the fine is confirmed by the Fining Committee, a notice shall be sent to the owner/resident by hand delivery, U.S. mail, or certified mail, informing the owner of the amount of the fine and due date. The fine is due five days after the date of the Fining Committee meeting at which the fine was confirmed.

**10.** If the fine becomes 90 days past due, the Association may suspend the owner's voting rights.

**11.** If the violation continues, the Association's attorney may bring an action for damages, injunctive relief, or both. Major, continuing, or repeated violations may be immediately referred to legal counsel.

**This Edition supersedes any previous edition of "The Rules We Live By"**

## **PET RULES-ADOPTED JANUARY, 31, 2011**

The following rules were approved by the Board of Directors of the Association of the White Egret Condominium and became effective February 1, 2011.

1. **UPON APPROVAL OF A PET THE FOLLOWING DOCUMENTATION MUST BE PRESENTED AT THE OFFICE**
  - A. **A PHOTO OF THE ANIMAL.**
  - B. **PROOF OF LIABILITY INSURANCE**
  - C. **A SIGNED COPY OF AN INDEMNIFYING AGREEMENT TO HOLD THE ASSOCIATION HARMLESS AGAINST ALL LOSS OR LIABILITY WHICH MIGHT ARISE FROM THE PET.**
  - D. **PROOF OF VACCINATION, CITY TAG, AND COUNTY LICENSE.**
  - E. **PROOF THAT THE PET HAS BEEN SPAYED OR NEUTERED.**
2. **ONE DOG OR CAT IS ALLOWED.**
3. **OWNERS ARE RESPONSIBLE FOR FLEA CONTROL.**
4. **WEIGHT LIMIT 20 POUND.**
5. **AGGRESSIVE OR UNKEMPT PETS ARE NOT ALLOWED.**
6. **BARKING, WHINING OR HOWLING IS NOT ALLOWED IN THE CONDOMINIUM. THE WHITE EGRET BY-LAWS GIVES EVERY RESIDENT THE "RIGHT TO QUIET ENJOYMENT".**
7. **PET OWNERS ARE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THEIR PET.**
8. **PET MUST BE CARRIED IN A CARRIER ACROSS ALL COMMON AREAS INCLUDING ELEVATOR, LOBBY, STAIRWELL AND LEASHED IN PARKING AREAS AND WALKWAY. (I.E. IMMOBILE)**
9. **PET MUST BE LEASHED TO THE EDGE OF THE PROPERTY AND ALL DEFECATION MUST BE BAGGED AND PLACED IN TRASH RECEPTACLES OUTSIDE.**
10. **PETS ARE NOT PERMITTED IN THE POOL AREA.**
11. **NO PET LITTER IS TO BE FLUSHED DOWN TOILETS, MUST BE DOUBLED BAGGED AND DISPOSED OF PROPERLY.**
12. **RENTERS CAN NOT HAVE PETS UNLESS THEY ARE APPROVED BY THE UNIT OWNER AND ALL THE SAME RULES APPLY IF THE RENTER'S DOG BARKS THE OWNER IS THE ONE THAT GETS THE FINE NOT THE RENTER.**
13. **GUESTS ARE NOT PERMITTED TO BRING PETS INTO THE BUILDING.**