

RULES & REGULATIONS

(As Revised April , 2008)



DEL MAR ASSOCIATION

*5400 North A1A
Indian River Shores
Florida 32963*

*A 55+ Single-Family Residential
Condominium Community*

FOREWORD



Del Mar is intended primarily as a ***residence for persons age 55 and over, not as a resort for transients***. It is home, either permanent or seasonal, to many families who live in close proximity to one another and share its seaside facilities. Cooperation of all Association members ensures the safe, peaceful enjoyment of this ocean environment.

The condominium documents consisting of the Declaration, Articles of Incorporation and Bylaws, contain the covenants subscribed to by all owners. The Board of Directors is authorized to formulate and publish reasonable rules and regulations as deemed necessary (See Declaration: Section 16d). It also has the responsibility of updating this publication.

Rules and regulations are necessary to ensure harmonious community living. Many of these come directly from the condominium documents; others come from local, state and federal laws.

The unit owners are responsible for compliance with these rules and regulations for themselves, their guests and their lessees. Residents are obligated to report any observed violations by others. (See Compliance: Section IX)

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SECTION I: DEFINITIONS

The following terms are used throughout the Rules and Regulations. They are consistent with but not always used in the exact same context as in the Declaration of Condominium and other documents.

Apartment

Each residential unit to be occupied as a single family dwelling and for no other purpose. (Article 16a)

Apartment Buildings

The nine (9) residential buildings containing the 246 individually owned residential apartment units.

Association

Del Mar Association, Inc. a corporation not for profit organized and existing under the laws of the State of Florida; organized for the purpose of operating the Condominium Property. Members of the Association are the owners of the apartments.

Board of Directors

The nine (9) directors elected by the voting owners to manage the affairs of the Association.

Common Elements

All portions of buildings and grounds not included in apartments or their assigned parking spaces; the Clubhouse and all recreational facilities; all real and tangible property required for maintenance and operation of the condominium property.

Condominium Property

All of Del Mar Association's real property, consisting of the land within

the deeded boundaries plus all buildings and other improvements.

Family

By Indian River Shores' ordinance, a single family consists of one or more persons related by blood, adoption or marriage or not more than two persons not so related.

Guests

Guest A: Any person, properly registered, who stays with the resident of an apartment. (See Section IV Guest Registration)

Guest B: Any properly registered member of the owner's immediate family who uses the apartment in the absence of the owner, up to a maximum of 30 days, in any calendar year.

Lessee

Resident of an apartment during the term of a bonafide lease which he or she obtained through procedures described in the Declaration of Condominium and these Rules and Regulations. (The lessee may be a co-signer when the lease is in more than one name.)

Manager

The individual or Company employed by the Association, hired by and retained at the discretion of the Board of Directors and under their direction, to conduct the business of operating and maintaining the Condominium property.

Owner

The owner(s) of any apartment as recorded on the deed.

Resident (Occupant)

A person who occupies an apartment on a yearly or seasonal basis having received the "Certificate of Approval" and having met the occupancy requirements.

Visitor

A person who visits with a resident, without an overnight stay.

Voting Owner

The one person designated in accordance with Association Bylaws, to exercise the one vote allocated to each apartment.

SECTION II: OCCUPANCY

Each apartment may be occupied only as a single family residential unit with age limits and guest restrictions in accordance with the following rules. (Declaration: Article 16)

1. Each apartment must have one Resident who has received the "Certificate of Approval" from the Board of Directors. All occupants must show proof of age.
2. No rooms may be rented and no transients accommodated at any time.
3. No person under the age of twenty-one (21) is permitted to occupy as a resident.
4. A person under the age of twenty-one (21) may reside as a guest for a total of not more than thirty (30) days in any calendar year. (Any overnight stay is counted as two (2) days.)
5. All guests must be registered.
6. An owner relinquishes use of the

clubhouse and recreational facilities when the apartment is occupied by a lessee. A lessee has the same privileges as an owner during the term of the lease, except for the right to vote.

7. The owner is required to notify the Association Office when the apartment is to be unoccupied for more than thirty (30) days. (See Article 22.8)
8. In the absence of an owner, no apartment may be occupied except by a lessee or duly registered Guest B (members of immediate family).

**SECTION III:
SALES AND LEASES**

1. Del Mar is a 55 and over community. Therefore, sales and lease restrictions apply. At least one applicant must have attained the age of 55 years.
2. Any owner wishing to sell or lease an apartment must advise prospective purchasers or lessees that Association APPROVAL is required PRIOR to occupancy or the closing date of the sale/purchase.
Purchasers and new lessees are required to
 - a) Complete and return Association Approval Application which includes:
 - Copy of complete sales contract or lease
 - Copy of photo ID which includes age for applicant(s) and any person who will occupy unit with applicant(s)
 - Application fee (\$100.00 - check payable to Del Mar

Association)

- Copy of State vehicle registration
- b) Schedule a required IN-PERSON interview with Sales and Lease Committee. Buyer interviews must be PRIOR to CLOSING. Lessee interviews must be PRIOR to occupancy. *Phone interviews are not acceptable.*

Lease Renewals

- Complete and return Association Approval Application with a copy of lease contract PRIOR to effective date.
- 3. The Committee will submit their report to the Board of Directors, whose approval or disapproval will be stated in a certificate issued by an officer of the Association. This certificate, if approved, will be issued in a timely fashion after completion of the orientation meeting. (Declaration: Article 17.2a 1-5)

NOTE: The Board of Directors is allowed thirty (30) days from the date of receipt of completed application to advise the applicant(s) of the Board's approval or disapproval. (Declaration: Article 17.2b 1-3) Applicants should plan accordingly in the event of delays during the processing period.

- 4. Association Approval Application forms (with instructions for completion), for sales, new leases and lease renewals are available from the Sales and Lease Committee chairperson.

Lease Restrictions

- 1. All leases must be written for a

minimum of ninety (90) days.

- 2. No subleasing or assignment of lease is permitted.
- 3. The owner must provide a \$300.00 deposit to be kept in a specified emergency repair account, to be used only for that apartment. The unused portion will be refunded.
- 4. The owner of a unit is responsible for notifying prospective tenants of the Association's requirements for occupancy. The requirements must be met PRIOR to occupancy.
- 5. Where the apartment owner fails to obtain approval of the Board of Directors prior to the lessee's occupancy of the unit, the Board will file an eviction action against the lessee and against the owner. Any legal fees and court costs are collectible by the Association against such owner. (Declaration: Article 18.2)

SECTION IV: GUEST REGISTRATION

Federal and State law requires that the Association maintain up-to-date records of all persons occupying any unit.

These procedures are designed for the security and protection of all residents. Full cooperation of the residents and their guests is expected.

Daytime and evening visitors are exempt from registration. However, visitors must be accompanied by their hosts to the clubhouse or recreational facilities.

Real Estate agents and sales or lease

prospects may be shown the property by the residents without being registered.

1. **When in Residence (Guest A)**, owners or lessees shall personally register their guests at the Association Office (9 am to 12 pm - weekdays) prior to or upon arrival of such guests. A tag will be issued for each guest age thirteen (13) or older. A deposit will be collected for each tag - refundable when the guest departs and tags are returned.
2. **When not in Residence (Guest B)**, owners must notify the Association in writing of arrival of each guest. Without written notice, guests will not be registered. This notification must include:
 - names
 - relationships to owner
 - dates of arrival and departure of all guests
 - a statement that guests are aware of the Rules and Regulations
 - the age of any guests under age twenty-one (21)

NOTE: Unless a person age 55 or older, or a parent is in occupancy, no individual under the age of 21 may occupy an apartment.

The guests must obtain their tags and must register their vehicles at the office upon arrival. Unregistered vehicles may be towed.

3. Guest vehicles must conform and be registered. (See Section V below)
4. When the office is closed, temporary guest registration can be accomplished in a book

provided at the north side of the clubhouse living room. Registration, per paragraph 1 above, must be completed when the office reopens.

5. There is no permanent or indefinite guest registration. A definite arrival and departure date must be provided.
6. Guests must display their tags at all times while using the recreational facilities. All residents have the right and obligation to inspect guest tags and to request the person leave the facilities if a valid tag is not presented.
7. Only owners or lessees may register Guests A. Guests B may only register themselves with written notice from the owner. Tags are not transferable.
8. Guests under thirteen (13) must be registered but will not be issued tags. Therefore, they must be accompanied by an adult (host or guest) at all times.
9. The host is responsible for informing each guest of the Association Rules and Regulations and is personally responsible for the guests' behavior while on Del Mar property.

SECTION V: VEHICLES

Vehicles may be parked on the condominium property, subject to the following restrictions:

1. Permitted in reserved spaces for owners, lessees and guests: any vehicle with a passenger compartment that extends over the rear wheels, with windows all around and seating for up to seven

- (7) passengers.
2. According to Indian River Shores Code (161.02-E) and/or Del Mar Association documents, the following may not be parked overnight on the property:
 - trucks
 - camper vans
 - mobile homes
 - buses/stretch vans
 - boats and/or trailers
 - motorcycles
 - commercial vehicles
 3. Dune buggies and ATV's are not permitted on the property.
 4. All vehicles parked overnight must display the appropriate owner/lessee sticker or temporary guest parking permit. Vehicles must be parked with front tires abutting the concrete car-stop.
 5. No vehicle shall be parked in such a manner as to impede or prevent ready access to another owner's space or a sidewalk.
 6. If a guest permit cannot be obtained (office closed), a note must be placed in a visible location on the dashboard until the office reopens.
 7. Guest parking permits are issued for a maximum of fourteen (14) nights.
 8. Any permitted vehicle may be disqualified if it contains any after-market (post factory) modifications in body, chassis or accessories visible from the outside; or if it has any bizarre paint job, offensive stickers or any other lettering, or if it is unsightly due to damage, rust, peeling paint, etc. No vehicle which is objectionable from the standpoint of appearance or sound may be operated or parked anywhere on the condominium property.
 9. Service vehicles on bonafide assignments and moving vans may stand in guest spaces or loading zones during daylight hours only.
 10. Any vehicles parked in violation of the above restrictions will be ticketed and, unless removed within 12 hours, will be towed away at the expense of the owner or driver.
 11. Vehicles may be washed only at hose stations provided for that purpose at C, E, H and I buildings.
 12. Bicycles must be stored in the individual's unit or, if specially authorized, in the clubhouse storage facility. A fee for this use may be charged in the future.

SECTION VI: COMMON ELEMENTS

A. Grounds

1. Trash and Litter

All residents share the responsibility for maintaining buildings and grounds litter-free.

- **Recycling:** Newspapers, plastic cans and glass should be placed in the appropriate bins.
- Recycle bins should be used only during daylight hours.
- **Garbage:** This must be placed in the dumpster in securely tied plastic bags.

2. Vegetation

Residents may not make any changes to the landscaping without the consent of the

chairperson of the Grounds Committee of the Board of Directors.

3. Lawns

Only chairs or lounges may be placed on the lawns, and these must be removed when not occupied.

4. Use of Grounds

The use of lawns, sidewalks, roadways, dune crossover and parking areas for activities, cooking or picnicking is prohibited.

5. Roads

All roadways are private and regularly used for walking. Therefore, the posted speed limit must be adhered to for safety reasons.

The use of bicycles, skateboards, scooters, inline and roller skates, etc. is prohibited on the property except as a means of getting to and from Highway A-1-A.

B. Permanent Structures

(such as, but not limited to, carports, elevators, trash corrals, buildings, etc.)

1. Damage

Owners will be responsible for any damage or defacing of any property caused by visitors, guests, lessees, delivery persons, hired contractors, etc.

2. Walkways and Stairways

All walkways and their balustrades, stairways and stairwells are to be kept clear at all times except that one

grocery cart or equivalent may be kept in ground floor stairwells.

3. Signs, clotheslines, etc.

No signs (for sale, advertising, business cards, etc.) may be displayed from within an apartment, or on an occupant's car, or on any part of the common areas. No clotheslines or similar devices, radio or TV antennas will be allowed on or in any part of the condominium property unless approved by the Board of Directors. (See Declaration: Article 16f)

4. Bulletin Boards

Notices of importance and interest to residents including meetings, social events and emergency procedures are posted on bulletin boards on the ground floor of all apartment buildings and at the Clubhouse. No business or personal notices may be posted.

One specific Association business bulletin board inside the Clubhouse may be used for owners' rental and sales notices. These must be approved and initialed and dated by the Manager or a Director of the Board before posting. Approval is for a 90 day period.

SECTION VII: APARTMENTS

A. Maintenance

1. Unit Keys: These must be provided to the Association in accordance with Florida State

Statute #718.111(5) in order to facilitate immediate access in the event of medical and police emergencies, electrical problems or damage arising from water, smoke, fire or sewer backup.

2. **Air conditioners:** These should be serviced twice a year to prevent water leakage problems.
3. **Accidental leakage:** To prevent damage, the main water valve must be turned off when the unit is vacant overnight or longer. Power to the water heater must also be turned off.
4. **Garbage Disposals:** These kitchen appliances have caused many problems, especially sewer backups. Therefore, do not use them for heavy fruit peels, coarse vegetables, coffee grounds, etc.
5. **Screens:** All screens must be properly maintained.
6. **Windows:** All windows are the responsibility of the owner. Cracked or broken glass must be replaced. Windows (inside and out) must be kept clean. (See Article 11.1(b) 2)
7. **Fire/Smoke Alarms:** Each apartment must be equipped with a functioning alarm.

Alterations to Interior of Units

1. No approval is required for painting, maintenance, repair or replacement of fixtures, appliances, etc.
2. Due to problems with concrete damage and other possible difficulties, prior

approval is required for the following: floor coverings, window replacement, hurricane shutter installation, addition of a screen door, structural changes and alterations involving access to the common elements (pipes, drains, electrical).

No tack strips (for securing carpets) may be nailed into the concrete floor of the Florida rooms. The form "Request for Condominium Improvement" must be submitted and approved.

3. Any alterations that generate noise may only be done Monday through Saturday from 7:00 am to 7:00 pm. Emergencies may be addressed at other hours and on Sunday.

C. Washers and Dryers

These appliances are not permitted within the units. Such appliances previously grandfathered (1995) must be removed prior to sale of the apartment.

D. Noise Pollution

Please be considerate in your use of TVs, stereos or appliances; recycle bins and laundry room times.

E. Animals

No pets of any kind are permitted in any apartment or on any part of the condominium property.

F. Businesses

The operation of any business from one's residence is not permitted. (See: Section II above)

SECTION VIII: RECREATIONAL AREAS

This consists of the Clubhouse, including all of the interior (except the Association Office, storage and work areas), the porch, swimming pool and deck, shuffleboard courts, the patio east of G building, the dune crossover and the beach. The use of these areas and facilities shall be at the risk of those involved. Cover-ups must be worn by all adults when walking to and from these areas.

A. Clubhouse

1. The clubhouse is open from 9:00 am to 10:00 pm. All indoor facilities are accessible during those hours except when preempted for announced social or Association functions. Social functions may extend beyond 10:00 pm when so planned.
2. Specific rooms can be reserved by owners or lessees for private parties, subject to the following procedure:
 - a written request to the Calendar Person
 - a refundable security deposit
 - responsibility assumed for any damages
 - set-up and breakdown by the host
 - specific time limits

Further information and a request form must be obtained at the Association Office.

3. Guests and participants in social and Association functions who are not residents of Del Mar are not required to be registered as guests. This is the only exception to the Guest Registration rules and hosts are responsible for the deportment of these invitees.
4. All persons using the facilities are responsible for keeping them clean. Trash receptacles are provided.
5. There is no smoking permitted inside the clubhouse. Smoking on the porch is limited to cigarettes; no cigar or pipe smoking is permitted there. Ashtrays are available. Return them to the porch after use.

B. Shuffleboard Courts

1. All equipment is stored in the locker on the clubhouse porch and must be returned to storage by players at the conclusion of play.
2. Players and spectators must avoid walking on the playing surfaces.
3. Children under thirteen (13) must be supervised by an adult.
4. Except during tournament play, a court must be surrendered to waiting players at the end of a game.
5. Lights must be turned off by players at the conclusion of nighttime play.
6. No food or beverages may be consumed at the courts.

C. Swimming Pool

ALL PERSONS USING THE POOL, DO SO AT THEIR OWN RISK

1. Swimming hours are from 6:00 am to 10:00 pm except when the insulating cover is used during winter months. The cover will be replaced and removed by authorized personnel only. Rules concerning pool opening, water temperature, etc. are located on the bulletin board inside the clubhouse porch near the door.
2. The pool is reserved for adults between opening and 9:30 am and between 10:30 am and 12:00 pm. Children under age thirteen (13) must be supervised by an adult.
3. Children under age three (3) are not permitted in the pool.
4. Diapers of any kind are not permitted in the pool.
5. All persons must shower before entering and re-entering the pool to ensure that sand and lotions have been removed.
6. Poolside furniture must be completely covered, or clothing worn to prevent skin contact with the furniture surfaces.
7. All guests must be properly registered and display their tags.
8. Pool Rules are posted and must be followed:
 - **NO** food or beverages (except during organized events and then no glass

whatsoever)

- **NO** floating objects, toys, etc. except rescue devices
 - **NO** boisterous conduct including running, diving, games, splashing, etc.
 - **NO** open wounds, bandages, etc.
9. Only recognized swimwear is allowed.
 10. The pool and its deck area may not be reserved for private parties.
 11. Radios, tape players, etc. are permitted only if used with earphones.
 12. All persons entering the clubhouse must wear shoes and shirts or other cover-ups. No wet swimwear is allowed in the clubhouse (restrooms off the porch excepted).

D. South Patio

This area, on the dune east of G building, is available for the use of all residents and their registered guests.

1. Patio furniture must be completely covered or clothing worn, to prevent skin contact with the furniture surfaces.
2. Food and beverages are permitted on the paved area.
3. Use of the gas grill is permitted during daylight hours only. To avoid conflicts, groups of more than 15 people are required to book the event with the Calendar Person.
4. Clean-up is the responsibility of the users.
5. Patio use must be terminated by 10:00 pm.

E. Beach

The beach and ocean are public property per State and Federal law, but portions of the beach from the dune to the mean high water line are part of Del Mar property and should be treated accordingly.

1. Access to the beach is by the dune crossover only. Climbing up or down the dune or causing any damage to it, or removal of plants is prohibited by local and State law.
2. All tar and sand must be removed from persons and their belongings before ascending the steps.
3. The crossover, stairs, deck and railing must not be obstructed by shoes, towels, chairs, etc. Personal property may not be stored under the deck or stairs.
4. Food, beverages, grills and other beach equipment are permitted on the beach, but everything (including litter) must be removed after use.
5. The stairway structure and adjacent areas are not to be used for fish cleaning, bait preparation or disposal of fish parts.
6. Fishermen are requested to avoid using the central portion of the beach to avoid conflict with swimmers and other beach users.
7. Use of the dune crossover and adjacent beach by anyone other than Del Mar residents and their guests is an act of trespass and will be dealt with accordingly.

SECTION IX: COMPLIANCE WITH RULES AND REGULATIONS

Compliance is best handled by person-to-person discussion between residents. However, if the violation continues, then the following procedure is prescribed:

1. If the situation is not resolved, the manager or a Director of the Board should be advised of the complaint. The complaint will be investigated and a solution will be attempted.
2. If the problem is not resolved, a written complaint must then be sent to the Association and the alleged violator will be contacted and advised of the reported violation.
3. If a solution is still not found, then the Association may levy reasonable fines against an apartment owner for the failure of that owner, its occupant, lessee or guest to comply with any provision of the Declaration, the Association Bylaws or reasonable Rules of the Association. (Declaration: Article 18.4)
4. Such fines may only be levied within the prescribed legal limits and after the Association has complied with the procedures set forth in the Florida Statutes with respect to notice, and opportunity for a hearing, if requested.

Revised
April 2008

SOME IMPORTANT REMINDERS TO ALL OWNERS



1. All guests and their cars must be registered.
2. In the absence of the owner, only a Guest B may occupy a unit (with written permission).
3. The minimum rental period is three (3) months and requires a proper lease with interviews at a specified time, prior to occupancy.
4. A deposit of \$300 for emergency repairs will be required from the unit owner with each lease application.
5. Do not use garbage disposals for heavy, fibrous vegetable waste, citrus peels and banana peels, etc.
6. NO TRUCKS of any kind may be parked outside overnight on residential property in Indian River Shores.
7. NO PETS of any kind are permitted on Del Mar property.
8. All structural remodeling, floor recovering, window and door replacement and major plumbing must have prior written permission.
9. The main water line and power to the water heater must be turned off when not in use.
10. Keys for emergency access to the apartment must be in the Association Office lock box.
11. Current alternate addresses and phone numbers are required.
12. All guest tags must be returned to the Association Office upon guests' departures.

