

Gateway Arms Condominium Association, Fort Lauderdale, Florida

RULES and REGULATIONS, REVISED March 24, 2016

Our governing document is the Gateway Arms Condominium Declaration and Bylaws. The rules regarding residency and tenancy are consistent with these and read in part,

Condominium Declaration XXI.

"In order to assure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner..., shall be subject to the following provisions;

1. *Sale or lease. No unit owner may dispose of a unit...by sale, or by lease, without approval of the Association, except to another unit owner.*
2. *A unit owner intending to make a lease of his unit, shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, and other such information as the Association may reasonably require.*
3. *Within 30 days, the Association shall approve or disapprove the transaction.*

Rental of Condominium Units: Rules in effect since April, 1968

1. *Notice: A unit owner intending to make a bona fide lease of his unit, shall give notice to the Assoc. of such intention, together with the name and address of the intended lessee, and other pertinent information to establish good reputation and character, and a copy of the lease proposed to be entered into by the unit owner with said lessee.*
2. *Within 30 days after receipt of such notice, the Association shall either approve or disapprove the proposed lease.*
3. *No unit may be rented for less than a 1 yr period. The lease must be in writing.*
4. *The lease must incorporate the terms and provisions of the Condominium Declaration, Bylaws and Rules and Regulations*
5. *No unit may be rented to more than one family. A family is [defined as] any number of individuals, related by blood or marriage, living together as a single housekeeping unit, but it shall not exceed two persons age 15 or over for a one bedroom unit or four persons age 15 or over for a two bedroom unit.*

Sale, lease and transfer of units restricted:

1. In order to assure a community of congenial residents and occupants and to protect the value of the residences, there are specific restrictions on the sale, lease, transfer and mortgaging of units which restrictions may be found in the **Declaration** of the Gateway Arms Condominium Association.

2. Because Gateway Arms is set up as a residence, not investment property, the proportion of units leased shall be limited in a manner which does not negatively affect insurance, utilities, or the appearance of the property. A maximum percentage of leased units shall be set by the association board. If there are more owners wishing to rent than permitted by the percentage, their names will be added to a list maintained for next available units to rent.

3. All owners purchasing after October 2010, shall not be considered for approval for renting until they have owned and occupied the unit for a minimum of 2 years.

4. A copy of the Purchase and Sale Agreement or Lease Agreement shall be on file with the Condominium Association.

Residency and Tenancy Fees and Charges:

1. All maintenance and/or special assessment monies must be current. No rental applications will be considered for units which are in arrears.

2. Late fees for maintenance are set by the Gateway Association Declaration at 8% interest per month until paid.

3. Any bank charges to Gateway Arms accounts due to checks with insufficient funds will be charged back to the owner.

Owner Responsibility in Leasing:

1. Unit keys, mailbox keys, maintenance problems within a unit, repairs within a unit or getting utilities started are the unit owner's or renter's responsibility. (Mailbox keys can be purchased from the US Postal Service)

2. Owners wishing to rent, must have their proposed tenant complete an Application for Occupancy form and submit it, with the appropriate fee, to a board member for action.

3. It is the owner's responsibility to give a general orientation to the property and to the Gateway Arms association rules and regulations.

4. The Lease/Purchase agreement is not valid until approved by the association board.

5. The lease must require compliance with Gateway Arms Association rules and regulations. The Gateway Arms Association board maintains the authority to request that any renter be requested to move, if their behavior or that of their guests disturbs the premises or involves criminal or non-lawful activity, or is not in compliance with Gateway rules and regulations.

6. Move in dates and lease/purchase commencements CANNOT BEGIN BEFORE approval. Approvals are never provided on the day of screening. No persons are permitted to move in before screening and approval.
7. The owner will receive written approval for proposed tenants(s), signed by at least one board member, within 30 days of the receipt of application.
8. If the board revokes its approval, the owner and their tenant will be advised, with a maximum of 30 days, of notice to vacate.
9. The board will take appropriate steps to evict renters who repeatedly violate condominium rules and regulations.
10. When a renter moves out, the owner must advise the Gateway Arms Condo Association. Lease renewals are also subject to Board Approval. A copy of the renewal lease must be provided to the association.
11. Visitors or guests cannot exceed a stay of more than 30 days. Anyone staying for more than 30 days must apply for residency. Immediate family members of owners will automatically be approved for extended residency.
12. Visitors or guests who disturb the peace or who cause the police to visit the condominium will be *asked to vacate the premises*.

Animals / Pets:

1. No animals or pets other than house cats are permitted to live at Gateway. Owners with dogs are in violation of the Condominium Declaration.
2. Absolutely no exotic animals are permitted (i.e. snakes, reptiles, etc.).
3. All house cat waste must be disposed of properly; they are not permitted at any time in the pool area.
4. Feeding stray animals (cats, dogs, squirrels, etc.) is not allowed. These animals carry fleas and/or diseases. Food left on the premises attracts rodents and other pests and can cause health and safety issues.

Owner/Guest Parking:

1. It is the owner's responsibility to insure that the association has a list of owner/renter cars, by make, model and license plate, updated at all times. This includes rental cars.

2. Owners who violate parking rules will receive a warning prior to action. Renters or guests who violate parking rules will be automatically towed with no warning.
3. Owners are to park in their assigned space only. Guests are to park in marked guest spaces only. They may not park in reserved spaces or on the lawn. No vehicle may block access to the dumpsters, or park in other **No Parking** areas.
4. Only head-in parking is permitted. All vehicles must fit within the allocated space and should not block the sidewalk or other parking spaces.
5. There is only one assigned parking space per unit. All other vehicles must park off the premises, not in a guest space. The residents of each unit are restricted to one (1) vehicle per unit within the condominium parking area.
6. No boats, trailers, moving vans, recreational vehicles, or commercial vehicles, are allowed on the property overnight.
7. Any vehicle which cannot operate on its own power is not allowed on the property. No car repairs are permitted on the property.
8. Vehicles without proper and valid tags or license plates are not permitted on condominium property.
9. Any owner or renter who has guests using the "guest parking" for **overnight parking or more than one day**, must provide the guest with a parking permit to be used with the vehicle. The permit shall be placed in the upper right corner of the dashboard, containing the lettered parking space of the owner.
10. Each owner shall be initially provided with two laminated permits for this use. These may be provided to their renter (s) for the renter's use. Destruction or loss of permit shall require the owner to replace and laminate the permit at their own expense. Replacement permits can be obtained from the Owner password-protected Section of the Gateway Arms website.
11. Any violation of parking rules should be brought to the attention of a board member.

Use of Common Elements:

1. No resident shall be allowed to play or operate a radio, stereo, or TV in a manner that will disturb or annoy other residents.
2. No inflammable, combustible, or explosive fluid, chemical or substance shall be kept in any unit or common element assigned thereto except for normal household use. No fireworks or other combustible devices are allowed on the property.

3. No signs, advertisements, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in or upon any part of the condominium property.
4. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his condominium parcel. Signs indicating sale of units can be placed on the common bulletin board above the mail boxes, if approved by the association board.
5. All personal property is to be stored within the unit or the individual's storage bin (i.e. bicycles, rafts, etc.) Any items found on common element property will be removed. Access to other owners' storage bins is not to be blocked.
6. Furniture shall not be left in the passageway unless the owner is actually using it. Fire codes do not permit access to units to be impeded.

Maintenance of Units and Common Property:

1. The owner of each Condominium Unit shall be responsible for the maintenance of his own unit and all equipment and fixtures, including all air conditioning equipment, electrical and plumbing.
2. Owners must promptly correct any conditions which would, if left uncorrected, cause any damage to another unit, or cause damage or cost to the common elements.
3. Owners who are derelict in fixing conditions, such as plumbing, that impact on the cost to the condo Association water bill or other utilities, shall be responsible for the added costs.
4. The Condominium Association shall be responsible for the maintenance, repair, and operation of the common elements, as well as for the grounds, maintenance, and landscaping of the Condominium property.
5. Common elements shall not be used for storage of supplies, materials, or personal property. The corridor must be kept clear by order of the Fire Marshall.
6. All residents shall at all times keep their units in a clean and sanitary condition and vermin free. A pest control service is employed by the association to treat the common elements.

Air Conditioner, Drain and Toilet Maintenance:

1. Owners must insure that their air conditioner is maintained and does not leak into other units. Yearly maintenance checks are recommended for air conditioner units. Refer to your air conditioning company regarding appropriate monthly drain line cleaning to insure that the condensate (drain) line remains clear.

2. Maintenance of air conditioners is the responsibility of each unit owner. If drain lines become clogged, water leakage to units below can cause severe damage, resulting in the owner being held liable for repair expenses to other units.
3. All units in the same stack (e.g. 101, 201, 301, etc.) have a common drain. Any abuse to the common drain results in problems for those living below. To prevent potential problems: do not pour grease into sinks as it coagulates in the common drain; when using the garbage disposal, run water continuously for one minute after all refuse has been dispelled.
4. It is the owner's responsibility to provide proper maintenance of the toilet tank hardware. Failure of this hardware can result in significant loss of water and expense to the Association. The owner can be held responsible for this cost.

Vacation/Seasonal Departures:

1. Each resident who plans to be absent from his unit during hurricane season must insure that he has removed all plants and other objects from his outside passageway. Owners also must insure that they or a responsible individual can be contacted regarding the unit should it suffer hurricane damage.
2. Each resident who plans to be absent from his unit for any lengthy time, i.e., 30 days or more, shall insure that water is turned off within the unit, so as to prevent water leaks and preclude water damage if the toilet hardware fails.

Pool and Pool Area:

1. All persons using the pool do so at their own risk.
2. The pool and pool area hours are from 7am to 10pm. Swimming is permitted only then.
3. Children 12 years and under must be accompanied by an adult at all times.
4. Children not toilet trained, or wearing diapers, are not permitted in the pool unless they are wearing disposable diaper swim pants..
5. Persons with open sores or infectious diseases are not permitted in the pool.
6. No glass is permitted in the pool or pool area. Beverages are permitted in the pool area, but only in plastic containers or cans. Absolutely no beverages, food, or smoking is permitted within the pool.
7. The pool and pool area are for use of residents and their accompanied guests only. Do not prop or leave the pool gate open.

8. Animals are not permitted in the pool or pool area at any time.
9. No diving in the pool is allowed. Other cautions on the posted sign must be adhered to.
10. No loud music, noise, rowdiness or other activity that disturbs other bathers or residents is allowed.
11. Pool deck umbrellas must be retracted by the user when the user leaves the pool deck area. Open umbrellas break in the wind and replacement is costly.
12. The pool is heated to a set temperature. It turns off automatically when the water temperature reaches the set heat level. Tampering with the temperature setting is strictly prohibited.

Laundry and Water Usage:

1. Water in the common areas is not to be used for car washing, washing of boats or other recreational vehicles.
2. Water usage in common areas by non-residents should be reported immediately to any board member.
3. The laundry is to be shared amongst residents only. A resident may only use one washer or dryer at a time, if other residents are waiting to use the facilities.
4. Residents are expected to clean out lint from all washers and dryers after use and to remove clothes from the clothes line promptly.
5. Absolutely nothing shall be washed that has pet hair on it. In doing so, the resident will lose laundry privileges. Laundry of very large or bulky items shall be done elsewhere.

Entrance Doors and Windows:

1. Owners are responsible for maintenance and replacement of entrance doors, jams and thresholds. Replacement doors will conform to the standard of the building. The Association is responsible for the painting of entrance doors when the building is painted. In between, the owner is responsible for touch ups as needed.
2. Damage or deterioration to entrance doors shall be repaired upon notice from the Board. If action to correct the problem is not taken by the owner in a timely manner, a contractor will be hired to make the repair and the owner will be assessed the amount of the repair.

3. Material must conform to City, County and State requirements for hurricane and wind resistance.
4. Doors must be fiberglass or metal.
5. Doors must be single panel or six-panel and must be painted white.
6. Windows must meet hurricane impact standards. They must be installed by licensed and insured contractors.
7. Window style must be consistent with the integrity of the building façade. Windows must be single hung. Vinyl is recommended over metal frame. The vinyl must be white.
8. Door and window replacements may be made only if they conform or are similar to the style of the facade and with prior approval of the Board. All modifications must conform to all current applicable building and safety codes.

Bicycles:

1. Parking of bicycles is confined to the cubicle in the owner's storage bin, the owner's condo or the bike rack in the back of the building. Bicycles are not allowed to be chained to trees, fences or attached to condo property. Bikes are not allowed to be in the storage room walkway, but must be inside the owner's bin.
2. When bikes are moved to or from the bike rack, owners must insure they do not dirty the laundry room floor.
3. Storage of bikes on the bike rack is temporary. When an owner leaves for the season or extended stays, bikes are to be moved to permanent storage in the owner's unit or storage bin. Bikes are not to be kept outside during hurricane warnings or times of high wind.
4. Storage of bikes on the bike rack is at the owners own risk.

Dumpsters:


1. All trash and garbage is to be disposed of in tied, plastic bags and placed in the dumpster. The garbage is not to be left on the ground inside the dumpster area. No garbage is to be left outside the door of any unit.
2. The unit owner or tenants must contact the appropriate Ft. Lauderdale Solid Waste Division to have any appliances or large items (i.e. furniture, etc.) picked up at the owner's or tenant's expense or taken to a recycle center.

3. All boxes should be broken down flat before disposed of in the dumpster recycling containers. Please use them according to instructions.

Meeting Notices:

1. Meeting notices are posted on the bulletin board above the mailbox or mailed to non-resident owners. We urge all community members to attend.

THESE RULES WILL BE STRICTLY ENFORCED BY THE GATEWAY ARMS
CONDOMINIUM ASSOCIATION

Signed 

David Couvillon, Secretary

Date 03/24/16

March 24, 2016