

Rules for Living



The Village Spires

Condominium Association, Inc.

3554 Ocean Drive

Vero Beach, Florida 32963

There is a quality of living in the Village Spires, which has made this Condominium a desirable place of residence. Such a quality results from the character of the people who live here - from their willingness to cooperate for the general good, to work and play by the rules for enjoyable living together.

Each unit owner, lessee or guest must comply with these rules which are established in compliance with Florida Condominium Law as well as the Spires' documents under which authority is provided in the Articles of Incorporation, Section III 2 (a) and Article III (m) of the By Laws.

It is important for lessees and guests to understand that the rules apply as firmly to them as to owners. The Rules for Living are the results of careful review and preparation by the Rules Committee, members of other Committees, and subsequent adoption by the Board of Directors.

"The Village Spires" conforms fully with the requirements of the HUD Fair Housing Amendments Act of 1988. The present provision in The Village Spires Declaration of Condominium relating to the prohibition against children under 12 years old as residents is suspended. The Rules for Living at the Village Spires concerning the conduct of children remain in force as before.

SMOKING in the Clubhouse, building corridors, elevators and lobbies is prohibited under the Clean Air Act.

AUTHORIZED BY THE BOARD OF DIRECTORS

REVISED: November 2014

ADOPTED: February 13, 2015

POOL AND BEACH

1. Bathers traveling to and from the pool and beach areas must wear cover-ups and footwear; swimsuits must be reasonably dry before entering the buildings or Clubhouse.
2. It is a Florida Law that everyone must shower before entering the pool. Remove all sand before entering the pool area.
3. When one is returning from the beach, it is very important that tar be removed at the tar removal site, where showers are provided to clean off sand, suntan oils and saltwater.
4. Restrooms are available in the Clubhouse. Master key unlocks Clubhouse door.
5. Smoking is not permitted in the swimming pool.
6. Owners are responsible for guests, relatives and their children.
7. No inner tubes, floating or other toys are permitted in the pool. Life preservers/safety devices and exercise items are permitted.
8. Florida Law requires that persons having any communicable disease not use the pool. Spitting, spouting of water, or blowing nose in the pool is prohibited.
9. Children using the pool must be personally supervised by a responsible adult. Children in diapers are not allowed in the pool; proper protective swimwear must be worn at all times.
10. Lifeguards are not provided.

11. Running, rough play, or sports are not permitted in the pool area or on the lawns adjacent to the pool. Use of the pool must not result in a nuisance to the quiet enjoyment of unit residents.
12. Pool furniture, when moved from its normal location around the pool must be returned. Pool furniture must not be taken to the beach.
13. Because of suntan and body oils, those individuals who use the pool furniture should, in consideration of the next user, cover the lounges and chairs with towels.
14. Breakable items must not be used in the pool area. No food or drink allowed in the pool.

CLUBHOUSE

1. The Clubhouse is open to Spires residents. The master keys to the North and South Buildings also unlocks the Clubhouse door.
2. Owners **MUST** reserve the Clubhouse for private parties. A refundable cleanup deposit of \$50.00 is payable with the reservation to cover any additional housekeeping necessary to be done by the staff. The Manager will determine the actual cost. If the Clubhouse is to be reserved for more than one day, then it must be reserved for each function separately to allow flexibility for all owners. Reservations **MUST** be made for all dates including weekly bridge. Bridge instructor can not use our facility or control the air conditioner.
3. Immediately after private parties, all garbage and trash shall be sacked in plastic bags, tied, removed from the building and put in the dumpster in the rear of either the North or South building.

Smoking in the Clubhouse, building corridors, elevators and lobbies is prohibited under the Clean Air Act.

4. No one may enter the Clubhouse or Buildings in wet bathing suits or with bare feet.
5. Cooking is permitted on the outdoor gas grill. Each person using the grill is responsible for cleaning it after use.

HOUSEKEEPING

1. When a unit is to be left unoccupied the balcony must be cleared of furniture, plants and all other articles. Balcony doors must be locked. Such a precaution should be taken even for a brief absence, especially during the hurricane season, June 1 ---November 30.
2. The Manager must be notified in advance when an elevator is to be used to move furniture or for the delivery of carpeting to ensure that protective padding may be placed on the elevator walls. The larger elevator is to be used for moving.
3. When a unit is being re-carpeted, the unit owner will be held responsible for seeing that the carpet tufts and scraps in the hall, elevators and common areas are cleaned up promptly. It is preferable to have furniture or carpet delivered 8:00 A.M. to 4:00 P.M., Monday through Friday.
4. To avoid interference with corridor central air conditioning, unit entrance doors and laundry room doors must be kept closed.
5. No one is allowed to run or play in the lobbies or in the Clubhouse. Use of roller skates and skate boards is not permitted on the

premises, specifically including the garage, driveways, walkways or parking areas.

6. Owners are liable for repair or replacement in case of damage to common elements caused by their negligence or that of family, guests, employees, agents, or lessees. They must make reimbursement to the Association for any such damage.
7. Nothing may be thrown or dropped from the balconies nor may mops, rugs or other items be shaken there. Nothing is to be hung or flown in the balcony area except the U.S. Flag.
8. Cooking by open flame on the balconies is positively prohibited. Electric grills are permitted.
9. Citrus rind, coffee grounds, celery, egg shells, grease and other problem items **MUST NOT** be put through the sink disposal but must be bagged and dropped into the chute in the laundry room.
10. Due to possible breakage, all garbage and refuse must be secured tightly in heavy duty bags before being dropped into the chute in the laundry room. Do not use grocery bags or sacks.
11. Objects which might block the chute must be deposited in the dumpster which is located in the dumpster closet in the first floor rear entrance hall of each building. Boxes with packing material must be resealed to prevent contents from scattering.
12. Bottles, glass and cans **MUST** be **CLEAN** and are to be deposited in the blue bin the laundry room for recycling.
13. Newspapers must be stacked **NEATLY** in the blue bin the laundry room.

14. Liquid detergent **MUST** be used in the washing machines. The machines must be wiped clean and the lint trap on the dryer cleaned after each use.
15. There are carts available for transporting groceries, etc., from car to unit, as well as a hand truck with hanger for clothes. These aids are stored in first floor rear entrance halls and must not be taken beyond the entrance areas of the buildings. They should be returned to their place of storage promptly for use by others. There is also a transfer chair in the South Tower.
16. As a courtesy to others on lower floors, flushing or hosing of balconies is to be confined to Wednesday from 9:00 A.M. until 5:00 P.M. of each week.

PARKING

1. Owners are responsible for obtaining window parking stickers from the office. Lessees must obtain ID tags for their cars from the office which are to be hung from the rear-view mirror for identification by the Security Guard.
2. Unit owners and tenants are entitled to use the parking space to which the owner has a deed. The owner or tenant is responsible for cleanup of vehicle leakage.
3. Owners may trade the use of their parking spaces with one another temporarily. This change will be without legal effect.
4. If a unit owner wishes to assign his space, during his absence, to another resident, the arrangement should be reported to the office in writing.

5. The Security Guard or the Office will assign the deeded parking space of a unit owner on the list for temporary use.
6. Only one parking space is provided per unit. Second cars, as well as cars of employees, domestic help, and workmen, may not be parked on the premises unless proper arrangements have been made.
7. The parking space(s) adjacent to the North Building West wall and in front of the office are for the sole use of service/deliver vehicles during working hours.
8. The driveways and circle are to be used for normal entering and exiting, loading or unloading. They must not be used for parking or standing vehicles. Speed limit in the driveways and circle is 5 MPH. This speed is for the safety of our residents, do not exceed the 5 MPH.
9. "No boats, boat trailers, trucks, campers, motor scooters or motorcycles may be stored in parking spaces or in common areas." NO COMMERCIAL VEHICLES are allowed, only passenger motor vehicles of a size which will not interfere with safety or with the parking of other cars, may be parked on the premises.
10. The underground parking garage is occasionally flooded by spring and summer storms. Owners are responsible for removal of vehicles in case of flood.
11. Bicycles may be kept inside the owner's unit if the tires are cleaned when brought inside the building. Bicycles may also be kept in the rack provided in the southwest corner of the lower parking area or in the owner's parking space if they do not interfere with a neighbor's space.

PETS

1. Having a pet on the premises is a privilege granted to owners and renters.
2. Only one quiet healthy pet (no more than 20 pounds), small enough to be carried, may be kept in an apartment. A pet must be taken in and out of the building on a leash USING THE BACK ENTRANCE unless it is carried through the lobby.
3. Pets are not permitted in the common areas except when carried or on a leash. When outside of the unit a pet shall not be permitted to relieve itself in the common areas.
4. It is a Vero Beach Law that pets are not permitted on the beach. This law is firmly supported by the Village Spires.
5. Owners must clean up immediately after any "accident" caused by their pet. Owners are responsible for repairs or damage to the Spires's property caused by said pet.
6. Because of unforeseen accidents, no pet shall be allowed in or carried in the Clubhouse, in the pool, in the pool area or on the Spires's grassed areas.
7. Nothing in this section shall be construed to preclude any unit owner from maintaining an aquarium in his unit for goldfish or tropical fish or from maintaining any caged bird or other caged hand sized pet within his unit so long as the pet does not cause a nuisance or disturbance for any other members of the Association or their immediate families.

8. Further, the pet shall be kept at all times under the rules and regulations as may from time to time be adopted by the Association and, should the pet exceed a weight of 20 pounds or cause or create a nuisance or disturbance, the pet shall be removed permanently from the owner's unit and the Condominium property upon three days written notice from the Association.

BULLETIN BOARDS

1. The bulletin board in each building is primarily for official notices. If a resident wishes to post a notice, they should consult the Manager.

SECURITY

1. When entering or leaving a building, occupants must give particular care to seeing that the door to the building locks behind them. For the security of all, this rule cannot be emphasized too strongly and should be impressed upon children especially.
2. Occupants must not admit unknown persons or solicitors to the buildings, and should notify promptly either the Manager or the Guard of possible trespassers.
3. Occupants must cooperate promptly with any safety or security requests made by the guards.
4. Building "Entrance Keys" must not be issued to non-residents including non-resident guests. Temporary use of an Entrance Key is permitted by guests only while in residence.
5. Owners are responsible for any loss that results from their having released Spires's Master keys from their possession.

6. If a resident wishes service personnel or others to have access to their unit, it is the resident's responsibility to provide such individuals with their unit key but not a Master Key. The office will provide access to building after the individual has registered with the office. The office will not issue keys to the units.
7. If an owner loses an Master key a duplicate can be obtained only through the Manager's Office at a reasonable charge.
8. A lessee, on the written authority of the owner, may request an Master Key with a deposit of \$50.00. This deposit will be refunded only when all keys are returned to the office.

OCCUPANCY

1. Each of the dwelling units is to be occupied only as a residence and for no other purpose.
2. A two bedroom unit may be occupied by no more than six people, a one bedroom unit by no more than four people.
3. Guests, unaccompanied by the owner or by members of the owner's family, must register with the office as soon as possible after their arrival. Their signature on the register witnesses their receipt of a copy of this book and signifies their agreement to abide by the regulations of the Spires. Registration must state the relationships to the owner. Owners are responsible for apprising all lessees and guests of the importance of adhering to this and all other rules. Owners are required to notify the office immediately of the arrival of guests.
4. As explained in Chapter 83 of the Florida Statutes, an owner who leases his or her unit retains the right to visit the property and have

access to the unit but is not permitted to continue to use common areas of the Condominium Property.

5. After a death of a unit owner or a tenant the Association (Board of Directors, Manager or Staff) will not unlock that unit door to permit entry into that unit without a court order to the Association authorizing their entry. This process most appropriately prevents the Association from exposure to liability.
6. "No nuisance shall be allowed upon the Condominium property, nor any annoyance to other unit owners, which interferes with the (safety or) proper use of the property by other unit owners," (Dec. Article XILC).

SALE OR RENT

1. Owners may contract for a maximum of two rentals each calendar year. Rentals must be at least 2 months per rental. In the event a rental overlaps two consecutive calendar years then the rental applies to the year the rental commenced. Occupancy cannot take place prior to completion of application and approval by the Association (Revised November 1, 1998).
2. Sub-letting by a lessee is not permitted.
3. When a unit is leased, the tenant gets "All use Rights" and the owner no longer retains such rights. When a unit owner leases his unit, he MUST lease both the actual air space constituting the unit, as well as all of the limited common elements appurtenant to the unit, including parking spaces and other limited common elements (such as balconies).

4. Repeat renters will not have to fill out an application after the first one. They do need to report to the office what months they will be here and what unit they will be renting (Revised 11-12-99).
5. An owner must have the Approval of the Board of Directors of the Association to dispose of a unit by sale or lease, unless to another unit owner.
6. Signs for "Open House" anywhere on Condominium property for the purpose of showing a unit are strictly forbidden for security reasons! A Realtor scheduling an "Open House" must provide one person to remain on duty at the entrance of the building and a second person to admit and direct possible clients only.

UNIT INSPECTIONS

1. Florida Law states that the Condominium Association has "the irrevocable right of access" to each unit during reasonable hours, when necessary for maintenance, repair or for making emergency repairs which are necessary to prevent damages to the common elements or another unit or units.
2. In order to comply with this section of Condominium Law, it is standard practice in Florida for every unit owner to deliver a key for the unit and storage closet to the Condominium Office. The use of these keys is for the exclusive use of Management or Staff to take care of the above emergencies. If the keys are not made available and the situation requires breaking into an apartment unit in order to gain entry, any consequential repair costs or damages will be the responsibility of the owner of the unit.

THE MANAGER

1. Complaints should be reported in writing to the Manager who is empowered to take such action as he or she considers necessary within guidelines established by the Board, the identity of the complainer should not be divulged.
2. The manager is empowered, and indeed is required, to enforce the regulations set forth herein as well as those in the Declaration of Condominium, its by-laws, and all subsequent regulations adopted by the Board.
3. If any owner wishes to take issue with a decision of the Manager, he/she may state his/her views in writing to the President of the Association.

STAFF

1. Maintenance, Housekeeping, On Site Director, Guard Service and personnel employed by the Association are under the supervision of the Manager. Residents should inform the Manager, not the personnel, of any matter pertaining to the personnel or their work.
2. Personal articles and/or messages left at the Guard House are not the responsibility of the Village Spires or the Security Guard Service.

MAINTENANCE, ALTERATIONS & IMPROVEMENTS

Article VII of the Declaration of Condominium treats each of these subjects in specific detail. It is the responsibility of the unit owner to maintain his unit at his expense whereas the Association is responsible

for the repair and upkeep at Association expense, of the common and limited common elements.

1. A unit owner may not make additions or alterations to common or limited common areas except with the written approval of the Board. It must be remembered that balconies and hallways are limited common elements. NO personal items are allowed in the corridor hallways.
2. A unit owner may not paint or otherwise change the appearance of the exterior of the building, nor may he install any permanent wiring, lights, machines, or other equipment on his balcony. No obstacle may be permitted to block emergency egress at either end of his balcony.
3. A unit owner is expected to report to the Association any defect or any need for repairs for which the Association is responsible.
4. Vinyl tile or sheet vinyl may be used in the kitchen, but ceramic, clay or any hard surface tile will be allowed only with sound-deadening underlayment, or other equivalent material acceptable to the Association. The Board of Directors must be notified, in writing, of any proposed changes along with samples of material, drawings, etc. The Board must approve proposed changes prior to installation taking place. Further, a physical inspection is required during the actual installation by the Manager's head of maintenance to insure compliance with this section.
5. Balcony floors and walls have been covered with a resilient waterproofing material. The five year construction warranty is contingent upon timely notice to the contractor and repair of the surfaces if deterioration becomes evident.

6. Balcony floors will be regularly inspected on behalf of the Association. No carpeting or other floor covering material may be placed on balcony floors.
7. Since the balconies are limited common elements, any action by an owner which results in costs, deterioration or inconvenience to the Association relative to the above will be at owner's risk and expense.
8. All balcony furniture must have protective caps installed on the feet or small felt pads. The staff will advise the owner concerning the proper type of cap to be used.
9. Balcony floor and wall covering materials are proprietary products and are applied only by licensed applicators. No changes or additions are permitted and the floor covering must therefore remain as now applied. If the inspection of, or repairs to, the balcony require the removal and/or re-installation of unit owner property such as air conditioners or shutters, the work will be at the unit owner's expense.
10. When Association approved balcony deck re-coating is scheduled, it must be applied by the Association's designated contractor.
11. Only white vertical folding storm shutters are approved. The Board of Directors must be notified, in writing, of storm shutter installation for review and approval. The Board must approve prior to installation taking place. The office must be informed when shutters are to be installed, so pads can be put in the elevators.

FINANCES

1. The monthly maintenance fee and the reserve fund payment are established by the Board of Directors and are payable quarterly, due on October 1, January 1, April 1 and July 1.
2. An assessment not paid by ten days after the due will incur interest at the current rate permitted by law from the due date until date of payment.
3. Failure to make timely payment of fees can result in filing of a lien and/or the acceleration of quarterly payments. A lien for unpaid assessments will include reasonable legal fees and other costs incurred by the Association in the collection of the assessment.

EMERGENCIES

1. The Spires buildings are safe but not invulnerable. Every resident should plan what to do in an emergency situation.
2. The Manager's office is the center for all information and advice on emergencies. As listed in the Spires' Telephone Directory provided to every unit, the daytime office number is 231-1151. This number will also reach the guard house at night. The guard will notify the Manager. The guard can also be reached at 772-231-1129.
3. It is essential that 911 services be informed of anyone ill or disabled, so that special arrangements may be made if evacuation should become necessary.

AMBULANCE- TELEPHONE- 911

1. When you phone for an ambulance, give your name, address, North or South building, your unit number, your telephone number, your doctor's name or other pertinent information.
2. Call the office (at night, call the security guard) at 772-231-1151 and arrange for someone to meet the ambulance, admit the paramedic, and hold the left (larger) elevator for the paramedics to use.

FIRE- TELEPHONE-911

1. In the event of fire, call 911.
2. Know the location of corridor fire extinguisher and alarm boxes.
3. All units should be equipped with fire extinguishers and flashlights.
4. All units are equipped with smoke detectors which utilize batteries for back-up power. It is the unit owner's responsibility to ensure that the batteries are changed at appropriate intervals and especially when the low battery chirp is heard.

INSTRUCTIONS FOR EXITING IN CASE OF FIRE

1. In case of fire, go down the stairway not the elevator. If the lights should go off, step down carefully, use the handrail and flashlight. Be sure to close corridor-stairway door behind you to keep out the smoke. If smoke is heavy, crawl at lowest level along floors.
2. If the stairways are not useable because of smoke, adequate refuge can be found on the unit balcony. Stand in front of the solid concrete wall of the balconies, not in front of the glass.

3. If the situation warrants, a Fire Department extension ladder will be put into operation to evacuate anyone in danger. The ladder will be stationed in the driveway circle.
4. Lock your balcony doors.
5. All residents should gather at the pool area to be accounted for.

PLEASE LEAVE EARLY

TORNADO

1. It is advisable to go to an interior hallway on the lowest floor or to the stairway.

TELEPHONE INFORMATION

ALL EMERGENCIES CALL 911

Department of Emergency Service-----772-567-2154
Indian River County Sheriff Dept-----772-569-6700
Vero Beach Police Department-----772-967-4600
Public Library City and County-----772-770-5060
Indian River Memorial Hospital-----772-567-4311