

# ***Gulf Horizons Condominium Association***

## ***HOUSE RULES***

### **Contact Information:**

Sunstate Association Management Group  
Michelle Thibeault, President and Owner  
228 Ponce De Leon Avenue  
Venice, FL 34285  
Phone: (941) 870-3375  
Fax: (941) 870-9652  
<http://www.sunstatemanagement.com/> (PW: gh123)  
<http://www.mygulfhorizons.com/>

Gulf Horizons Board  
Carm Albers, Secretary (caramiawhy@hotmail.com)  
Eric Jennings, Treasurer (eric@ipdco.com)  
Ronica Kluge, Vice-President (ronica.kluge@gmail.com)  
Rob Parry, President (parry@indiana.edu)  
Bruce Swing, Director (swingbruce@yahoo.com)

**GULF HORIZONS** is a residential condominium. These rules are intended to protect the best interests of all residents. Rule infractions and complaints are to be reported in writing to the Board of Directors and Sunstate Management and must be signed.

### **SMOKING**

Except for a designated smoking area in the north-east portion of the parking lot, Gulf Horizons is a completely smoke-free environment. Effective July 1, 2015, unit owners shall not permit smoking or secondhand smoke within the individual units or upon any portion of the common elements or limited common elements. This prohibition shall apply to all present and future unit owners and their respective tenants, lessees, families, guests and invitees.

### **RENTAL / SALE APPLICATIONS**

1. Per Article 20.1(5), no unit owner may rent or sell a unit without prior written approval of the Board of Directors.
2. Rental and Sale applications can be obtained through Sunstate Management Group, or their website: <http://www.sunstatemanagement.com/our-communities/>
3. Completed Rental or Sale applications **MUST** be submitted to Sunstate Association Management Group at least 30 days prior to rental or sale, for Board approval.
4. Individual owners who are renting **MUST** submit an application **EACH** rental season.
5. Individual owners who are renting, are responsible for notifying their rental agent of these requirements.
6. No unit owner may rent, lease, or let his unit be occupied in his absence more than four (4) times in any twelve (12) consecutive months and no rental or lease may be for a period of less than three months unless the Board of Directors gives specific approval for a shorter period. (Article 20.1 of Declaration as amended 8/25/1987.)

### **PARKING**

1. Only one (1) car is permitted in the parking area for each apartment, and it shall be parked in the space assigned to that apartment. See #4 for exceptions.
2. All owners are issued a parking tag to be hung from your rearview mirror, or placed on your dashboard. The tags are numbered to match your parking place. Please make sure your tag is visible while parked in the Gulf Horizons' lot. Cars parked in an owner's space without a matching tag number may be subject to a fine or be towed.

3. Residents are not to park in "Guest" spaces. Parking by guests is limited to 48 hours on site. If you have guests or family staying with you longer than two days, please have them park in the public lot down the street.
4. If your guest is using a guest parking space overnight, place a note on the dashboard with unit and phone number. If you prefer to have your guest use your space, give them your tag. You should park down the street.
5. Parking of one car behind another is not permitted except in the second space in the center carport nearest the south entrance and in the three spaces along the north wall nearest the north entrance, and only with permission of the residents to whom these spaces have been assigned.
6. No campers, trailers, commercial trucks or commercial vans, recreational vehicles or boat trailers are permitted to park overnight in the parking area. Private passenger vans are permitted providing they can fit in the assigned parking space for the unit.
7. Exterior washing of cars is not allowed in the parking area.

#### 8. Guest Parking Spaces

A. Per the Declaration as amended "Due to the limited number of guest parking spaces, the Board of Directors may permit guests to park in assigned spaces when the Board is aware the unit to which the space is assigned is unoccupied."

B. Residents who are to be away for a week or more are encouraged to notify Sunstate Management so that a temporary "Guest" sign may be placed over the number for security as well as for additional space availability. Residents to be away for a shorter period of time are asked to sign in on a schedule posted in the Club Room, or contact Sunstate Management to enable the parking coordinator to assign that space for a limited time.

C. In the absence of sufficient volunteer guest spaces, the Board will place guest signs on spaces assigned to units that appear to be unoccupied.

D. Residents who have been away shall notify Sunstate Management prior to their return so, if necessary, the temporary "Guest" sign may be removed in time for the resident's arrival.

E. Residents shall make sure that Delivery or Service vehicles ordered by them do not interfere with parking spaces of other residents. Unless someone remains in the vehicle available to move it, the resident shall place a note on the windshield indicating the apartment being serviced.

#### **GARBAGE AND TRASH**

1. Only soft garbage should be processed through the sink disposal. Allow water to run continuously during the grinding operation and for one minute thereafter to allow proper flushing of disposal and drains.
2. Garbage not suitable for the sink disposal or recycling must be placed in PLASTIC GARBAGE BAGS (NOT GROCERY BAGS), securely tied and deposited in the trash chute or the dumpster on the ground floor.

**ABSOLUTELY NO GLASS OR LOOSE ITEMS TO BE DROPPED IN THE CHUTE**

3. Trash other than garbage (aluminum and steel cans, cardboard, glass, plastic, and paper) should be recycled to the greatest extent possible and placed on the north side of the building in the recycling bins, according to the instructions on the bins. It is important that these instructions be carefully followed.

4. Trash not suitable for recycling is to be placed in the garbage dumpster. Packing peanuts should be securely tied in plastic or paper bags before placing in the dumpster. Shredded paper should be securely tied in paper bags before placing in the recycle bin.
5. Food boxes and other non-corrugated boxes (cereal, pizza, drink cartons, Kleenex etc.) are NOT recyclable and must be disposed of in the dumpster.
6. Corrugated boxes must be broken down and stacked between the recycle bins.
7. Residents shall be responsible for clean-up and removal of trash in common elements caused by their contractors or workmen. Such trash shall be removed from the Gulf Horizons property.

#### **POOL**

1. Rules posted in the pool area shall be observed.
2. Lounges and chairs are not to be moved out of the pool area. (Pool area extends to the tables.)
3. Towels and beachwear are not to be draped on the fence or wall.
4. Lounges may not be reserved. Towels must be removed from chairs when user leaves pool area (except to walk on beach or swim in Gulf.)
5. Persons entering the pool from the beach shall remove any sand from their feet using the pool hose and shall shower before entering the pool.
6. Lounge chairs shall be covered with toweling when being used.
7. Rafts and floats are not permitted in the pool if they interfere with swimmers.
8. Children of diaper age and incontinent individuals are not permitted in the pool. An infant pool is available in the first floor laundry room. "Depends," "Little Swimmers," and other similar garments are not sufficient to provide compliance.
9. Children under the age of twelve (12) are not permitted in the pool unless accompanied and supervised by an adult.
10. Sound systems and audio devices are not permitted in the pool area unless headphones or earbuds are used, except for Board authorized events and activities, including 1 hour on weekdays between 2 pm and 3 pm for pool exercises.
11. **RUNNING, ROUGH-HOUSING OR BOISTERIOUS BEHAVIOR IS NOT PERMITTED IN THE POOL AREA AT ANY TIME. JUMPING INTO THE POOL IS NOT PERMITTED.**
12. Beverages must be in unbreakable containers only.
13. Pool parties may be arranged through the Board of Directors. However, no pool party may continue after 10:00 PM. Cleanup is the responsibility of the owner.
14. Insurance Restrictions and Florida Statutes mandate **NO DIVING** into the pool.

15. Pool hours are 7:00AM to 10:00 PM.

16. **PLEASE DRY OFF BEFORE USING ELEVATOR.** The wet floor is a safety hazard.

### **CLUB ROOM**

1. The Club Room consists of the lounge, the kitchen and two rest rooms. It is available for daily use only by owners in residence and renters and their guests.

2. A reservation/cleaning fee of \$100 is required to reserve the Club Room for private social parties on a "first come-first served" basis by notifying a Board member who will post the reservation. The host shall be responsible for cleaning the Club Room after the event and leaving the Club Room as it was found. The reservation fee will be refunded after it is determined that the Club Room was left in a clean condition.

3. Except for meetings scheduled by the Board of Directors or an authorized Condominium Committee, neither business meetings in nor the conduct of business from the Club Room are permitted unless approved by the Board of Directors.

4. A lending library is available to owners in residence and renters. Donations of additional books and other reading material are encouraged.

5. Neither furniture, fixtures, nor, decorations of a permanent nature may be installed or removed without permission of the Board of Directors.

6. Unless the Club Room is in use, the east door shall remain closed and locked at all times.

### **UNIT ALTERATIONS**

1. Unit owners desiring to improve their unit or make any changes to the unit, whether or not an emergency, must complete a "Unit Alterations" form and submit this request to the Board of Directors for approval. This form can be found on the Sunstate Management website, [www.SUNSTATEMANAGEMENT.COM](http://www.SUNSTATEMANAGEMENT.COM), or by contacting the management company directly at 941-870-4920.

2. Alterations include any changes within the unit including but not limited to floors, walls and ceilings; kitchens and bathroom fixtures and cabinets; and wall to wall floor covering.

3. Approval requires the unit owner to abide by the following conditions:

**A. ALTERATIONS MAY ONLY BE PERFORMED BETWEEN MAY 1 AND NOVEMBER 15.**

**B. EMERGENCY REPAIRS MAY BE PERFORMED IN SEASON IF NECESSARY ONLY WITH BOARD APPROVAL.**

C. Work may be performed Monday through Saturday from 8:30 AM to 5:00 PM.

D. Daily cleanup and removal of debris from walkway and elevators.

E. Contractors should use the owner's parking space with Board approval of additional temporary space.

4. Acoustic floor underlayment, sufficient not to disturb units below yours, is required for installation of all non-carpet floor coverings. . The installation must be specified by the manufacturer to meet or exceed ***ASTM E90 and E492 as tested on 8" concrete slab: STC (Sound Transmission Class) 60 and IIC (Impact Insulation Class) 60.*** Alternative specs are provided on the Sunstate website. Before it is covered up, the insulation must be inspected by a representative of Sunstate Management, and written confirmation of the installation of insulation meeting the above specifications must be provided by the contractor.

5. All electrical and plumbing work must be done by a Florida licensed trade person.

### **WEST LANAIS**

1. As West Lanais are “limited common elements” of the condominium, approval of the Board of Directors is required prior to: a) Installation of any type of floor covering, electrical outlet or fixture, shutter, screen or enclosure; b) drilling of holes in the walls, ceiling or floor for any purpose.

2. Lanai Rugs can “wet” the lanai concrete and cause it to “rot”. Therefore, Lanai Rugs must be 1) labeled “outdoor”, 2) 100% Polypropylene, 3) less than ¼” thick, 4) sized to provide at least 6” clearance to edges of lanai, and 5) not have any backing (i.e. rubber). Ensure the rug is not continuously saturated with water for more than a day or two. Put rug inside your unit when unoccupied for more than 1 week.

3. New Lanai Tile installations must include a water-impermeable membrane. Lanai furniture, pots, mats, etc. must not trap water underneath. Any glass doors or storm shutters that are proposed to be installed at the outer perimeter of the lanai or balcony will be subject to concrete preservation requirements particular to the specific proposed installation.

4. Making alterations or attaching anything to the screen enclosure framework or removing the screen or guardrail is not permitted.

### **EAST WALKWAYS**

1. Parking or storage of bicycles and other vehicles is not permitted.

2. Attachments to the exteriors of apartment entry doors (other than knockers, locksets, deadbolts, door viewers and door vents) are restricted to “seasonal” decorations (holiday wreaths, etc.) and only for a period of thirty days or less.

3. There shall be no permanent attachments to the east walkway walls and ceilings by owners or residents other than those made by the Association.

4. Only white straight backed chairs are permitted temporarily on the walkways. No furniture of any description is allowed on the walkways when not actively in use. Any and all personal property must be taken inside when not in use. Any personal property left on the east walkway in violation of this rule shall be removed 24 hours after written notice is received by the unit occupant.

5. Doormats, heavy enough not to be blown by strong winds, may be used while in residence. Place the doormat inside when away overnight. Doormats must be “lattice” rubber with no solid “fill” areas that could trap moisture.



6. Potted plants/flowers are not permitted on the east walkway.

7. Rugs or mops are not to be shaken on or from east walkways. Towels, clothing, rugs, mops, etc. may not be hung on the east walkway.

The homeowner will assume liability and accept all responsibility for damages caused by their personal unauthorized items left on the walkways or any other common condominium area.

**LAUNDRY**

1. Residents shall use only the laundry equipment provided on their own floor unless machines are out of order. Machines and lint traps are to be left clean and laundry removed promptly.
2. To prevent damage and costly plumbing repairs, only "HE" (High Efficiency) liquid detergents are to be used in an amount not to exceed manufacturers' directions.
3. Use of Association laundry equipment is restricted to personal clothing and household linens.

*Deposit coins LAST after detergent and clothes are in the washer and the door is closed.*

*Starting the cycle more than 2 minutes after coins are inserted will cause the washer to malfunction.*

**GRILL**

1. No children under the age of sixteen (16) are permitted to operate the grill.
2. Grill is never to be left unattended while in use either preheating or cooking.
3. Those who use the grill shall clean and cover it after each use.

**MICELLANEOUS**

1. Radios, TVs, stereos, musical instruments or other Sound devices shall not be used in a manner that will annoy other residents.
2. Cooking is not permitted on lanais, walkways or pool deck.
3. Children under the age of twelve (12) shall be supervised by an adult.
4. No pets allowed in the building.
5. No business may be conducted from any apartment or unit which creates customer or client traffic, except as set forth in the City of Venice Municipal Code.
6. No signs are permitted on common elements unless required by the Board of Directors.
7. Bulletin Boards are for the sole use of the Board of Directors.
8. If you wish to communicate with the Board in writing, please send e-mail to the Board members or Sunstate Management. Addresses are provided on page 1.

9. Alterations of common and limited common elements are not permitted without approval of the Board of Directors and, if of a substantial nature, alterations may also require prior approval of two-thirds of the total voting interests of the Association.

10. No water beds or any liquid containers with a capacity in excess of one (1) gallon, other than sinks, hot-water tanks or bathtubs, shall be used above the first floor.

11. While in residence, bicycles may be stored in front of the owner's car, in the bike rack provided at the south side of the building, or in the laundry /storage room if space is available and they do not block access to storage or laundry facilities. When not in residence, bicycles must be stored in your unit, or removed from the premises. No other personal items may be stored in common areas.

### **Enforcement**

It is every owner's responsibility to help enforce our Declaration, By-laws, and House Rules. If you believe someone is violating a rule, please approach that person and offer a gentle reminder of the rule. If that does not solve the problem, please notify Sunstate Management of the perceived violation for further action. Please provide details and any supporting evidence. Sunstate will notify the Board and the House Rules and Enforcement Committee.

Upon concluding it is likely an owner, an owner's tenant, guest, invitee or other occupant has violated the Declaration, the By-laws, or House Rules of the Association, the Association will proceed as follows:

1. The Board will vote to levy a fine or suspension of rights.
2. Sunstate will notify the owner, by certified mail, of the infraction and proposed penalty. The owner may elect to take corrective actions at that time and pay the penalty. Or,
3. The owner may request the Board to schedule a hearing with the House Rules and Enforcement Committee within 14 days. At that meeting, the committee will determine whether a violation occurred and if the penalty is warranted.
4. Monetary penalties include fines up to \$100 per occurrence, or for each day of a continuing violation, to a maximum of \$1,000.
5. Failure to take and maintain corrective actions and pay any fines imposed may lead to suspension of the owner's rights to the use of common elements, attend social events, vote, and attend Association meetings. If the owner's rights have been suspended, their renter's and guest's rights are also suspended.
6. Any failure to take and maintain corrective actions and pay fines imposed may lead to the Association's lawyer exercising other remedies which are available by law. All legal and processing costs will be charged to the owner's account.

Enforcement of condo rules and regulations is governed by Florida Statute 718.303.