

THE ATRIUM

Rules & Regulations

Adopted November 29, 2007
Updated March 2022

WELCOME TO THE ATRIUM

Preserving the quality of our life here at the Atrium is an important concern for all of us. While condominium ownership provides a degree of freedom from responsibility for the unit owner, the condominium lifestyle requires consideration for our neighbors and everyone's adherence to reasonable guidelines of behavior. There are also matters of safety and maintenance of property values which require the cooperation of us all.

Hence, every owner is expected to see that every occupant and guest in his unit comply with the Atrium rules and regulations. Visitors—even for a short time—should be furnished with this booklet.

Copies of the Rules & Regulations and of all forms referred to herein are available in our Association office and are available on the website at www.fairwaybay.org.

Board of Directors

Fairway Bay III Association, Inc.

The Atrium

March 21, 2019

INDEX

MANAGEMENT AND STAFF	
Staff Personnel	5
RULES AND REGULATIONS	
Enforcement	6
Rule Changes	6
Noise	6
No Smoking Rule.....	7
Pets.....	7
Common Element Areas	7
Sanitation	8
Unit Interiors.....	8
Limitation on Structural Changes or Alterations	8
Flooring Material	8
Building Exteriors.....	9
Hurricane Shutters	10
Window Coverings	10
Signs.....	10
Units for Sale	10
Owners Responsibility for Damage	11
Safety	11
Water Shut Off.....	12
Cooking Grills.....	12
Packages.....	13
Solicitation	13
Vehicles and Parking	13
Occupancy and Leasing, etc.	14
Corporations as Owners.....	16
Transfers and Leases Subject to Approval	16
Right of Access to Units	16
Recreational Facilities & Cover-Ups	16
Rules for Pool, Spa, and Pool Area.....	16

INDEX

Shared Facilities	17
Pool and Spa	17
Tennis Courts	18
Exercise Room	18
Clubhouse	18
Maintenance, Repair and Replacement.....	20
By the Association	20
Pest Control.....	20
Smoke Detectors	20
By the Unit Owners	20
Moving In/Out Procedures.....	20
Warning about Water Sprinkler Heads	20
Contractor Rules	20

Additional information that is not contained in this document can be found in the following documents, all available from the manager:

- Atrium Owner's Manual
- Contractor Notification Form
- Hurricane Shutter Package
- Realtor Information Package
- Fairway Bay III Website – Fairwaybay.org

MANAGEMENT

The on-site manager is responsible for supervision of the Association staff. Any complaints or suggestions should be relayed to the Manager in writing or via email or to the President or a member of the Board of Directors.

Our on-site manager maintains an office in Building 6 near the mailboxes. Please contact her with address changes and billing inquiries and all other requests. When the Rules & Regulations refers to a request that must be made in writing, an email to the on-site manager serves as a written request.

The primary responsibility of the staff is to maintain the building exteriors and common areas, and service the recreational facilities. Performance of those duties requires all their working hours. Therefore, Association employees are not available during scheduled work hours for interior unit repairs or service except for emergencies. In that event, temporary measures will be taken for safety and protection of property, and owners will be contacted.

Private work for owners by Association staff members must be done outside of their working hours. Conversations regarding doing private work should also take place outside of normal working hours. The Association takes no responsibility for such arrangements. As a guide to those in need of interior unit services, a list of servicing companies that currently have been found to be satisfactory is available from the Manager.

Manager

The following services are provided to Fairway Bay III owners by the on-site personnel:

- Receive and store packages for Fairway Bay III owners and residents.
- Handle, store, secure and release unit keys to approved personnel. These keys are also used by the Pest Control company when performing quarterly maintenance and are required for emergency access.
- Handle, store, secure and release automobile keys to Atrium personnel.
- Allow access to copier, fax and scanner at the office.
- Post notices on bulletin boards.

The following services are provided to Fairway Bay III Owners by the Bay Isles staff (which is managed by Advanced Management, Inc. (AMI): (941-383-3200):

- Provide staff for control of the South and North Bay Isles gates.
- Control distribution of auto passes and key cards for the gate.

- Assign lockers at the Bay Isles Beach Club.

RULES AND REGULATIONS

Enforcement

Violations should be reported to the manager, not to the Board of Directors or to the officers of the Association. Violations occurring after office hours should be directed to the After-Hours Patrol Staff. Minor infractions will be called to the attention of the person or persons involved by the manager. Repeated infractions and violations of a more serious nature will be referred to the Board of Directors for action. Disagreement concerning violations will be presented to the Board of Directors for appropriate action. If you have not received a timely reply to a request from the manager, please contact any of the Board members.

In the event of a violation, the Board of Directors may levy fines of not in excess of \$100 per violation per day up to a limit of \$1,000 per violation, pursuant to Florida Statutes, Section 718.303(3). The Board of Directors can also cause the Association to institute and prosecute legal action against any violator to seek appropriate remedies, including without limitation, injunctive relief, and damages.

The Association wants to maintain a compatible, efficient, and economically well-managed condominium. We believe these rules will help achieve this purpose. Your Board of Directors welcomes the assistance of all owners in the enforcement of these regulations.

Rule Changes

The Board of Directors of the Association reserves the right to amend, change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as in its opinion are necessary or desirable for the safety and protection of the buildings and occupants, to promote cleanliness and orderliness of the property or to assure the comfort and convenience of the owners.

Noise

In order to ensure your own comfort and that of your neighbors, radios, organs, electronically amplified recorders, and television receivers shall be turned down to a low volume between the hours of 11:00 PM and 8:00 AM. No loud noise shall emanate from any unit, at any time, which is disturbing to any other unit owner, provided however, that construction noises are to be expected, but only during the times permitted under the Contractor Rules. All other

unnecessary noises such as bidding good night to departing guests and loud conversations on balconies and in common areas should be avoided. Blowing of car horns or slamming of doors or gates should be avoided at all times. Engines may not be revved up.

No Smoking Rule

No smoking is permitted in any lobby, corridor, stairwell, elevator, garage, or pool area.

Pets

No owner, tenant, or other occupant or guest shall be permitted to keep any domestic pet or other animal within a unit, except that a unit owner may keep not more than two house cats per unit, and/or two caged birds per unit, and/or fish in aquariums.

Notwithstanding, the preceding restrictions of this rule as to type of pet(s) authorized, such restrictions shall not prohibit a service animal trained to assist a blind or hearing-impaired unit owner, tenant or occupant, such as a "seeing-eye dog", provided that the owner of such service animal registers the same with the Board and furnishes reasonable evidence of the existence of the handicap and/or the impairment of the service animal owner, and the training and certification of the service animal.

Any and all service animals causing or creating a nuisance, annoyance or disturbance to any other unit owner, in the sole opinion of the Board of Directors, shall be permanently removed from the condominium property immediately upon notice from the Board of Directors.

The keeper/owner of any service animal(s) shall automatically indemnify and hold the Association harmless against any liability and expense of whatsoever kind or nature, directly or indirectly, arising out of or in connection with the actions of any such service animals or the keeping or maintenance of any service animal(s) upon the condominium property. The keeper/owner of service animal(s) shall bear complete responsibility for the action of his or her service animal(s), including the responsibility for performing any necessary service animal(s) inoculations and paying for any damage caused by the service animal(s).

Lessees or guests of owners or lessees shall not bring any pets on to the condominium property, under any circumstances, except only as permitted in the second paragraph of this rule.

Common Element Areas

Sidewalks, driveways, entrances, walkways, stairways, elevators, and other common areas of travel should not be obstructed in any manner by either personal items, plants, or any

materials which would be unsightly or hazardous in the sole judgment of the Board of Directors.

Sanitation

All trash should be placed in waterproof double bags or similar container before being placed in the trash chute. Garbage should be disposed of through the kitchen garbage disposal and compactor. Recycle containers are located in the garage in each building for your convenience. (A list of items that may be recycled can be found in Appendix A) If recycle containers (including newspaper) have been moved out of the garage for pick-up, owners must place recycles in the outside containers and not on the garage floor.

No garbage or refuse receptacle may be installed or maintained in or on any of the common areas except with the written permission of the Board of Directors. Occupants shall not allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefore, and each unit and the common areas shall, at all times, be kept in a clean and sanitary condition.

Occupants shall not allow anything to fall or be thrown from windows, doors, or balconies. No sweeping shall be ejected from any unit into the corridors, other common areas or onto the balcony of any other condominium unit.

Unit Interiors

No unit owner may make any structural additions or alterations without first submitting a Request for Contractor Work form and obtaining prior written consent through the on-site manager. The consent is to ensure compliance with Atrium rules and not to pass approval on any design. Any owner may fasten light fixtures, shelving, pictures, mirrors, objects of art, curtain rods, and similar household items to the walls of a unit, provided they may be removed without substantial damage to the common wall structure. No fixtures of any nature, except a ceiling fan, may be attached to any balcony without prior written consent of the Board of Directors or their designee. Please see the Contractor Rules in Appendix B.

No unit owner may install or maintain within his unit any hard flooring material which creates or allows the transmission of noises between units without prior written Board approval. The removal of hard flooring, jackhammer work, or similar extremely noisy work may not occur between November 1 and April 30 without prior approval of the Board of Directors. Installation of hurricane shutters, which is noisy work, may occur during these periods, but requires a separate approval of the Board of Directors.

Unit owners are required to contact the manager at least one week prior to the arrival of contractors to perform major repairs and/or remodeling within their units. Owners must provide the manager with a completed Contractor Notification Form, which includes such items as: company name and name of the responsible superintendent for the general contractor for the project including their phone number and emergency evening phone number, the date that work will commence and approximate duration of the project, and a description of the work to be performed. Unit owners should not sign a contract until they have approval. The Board of Directors takes no responsibility for financial penalties that may result from a signed contract that is not approved. Judgement will be made by the Board of Directors as to the likelihood that work can be completed by the November 1 cutoff date. For example, a complete unit remodel should be started in May or early June at the latest, in order to insure completion by November 1. A request for such in July or August is likely to be rejected. The Board of Directors reserves the right to stop work for the season on November 1.

Before work commences, owners must obtain approval from the Board of Directors for any changes to install hard flooring, hurricane shutters, or stained-glass sidelights. Owners are solely responsible for obtaining any required permits, using licensed contractors, and having the completed work inspected and/or properly certified. Owners can contact the Longboat Key permit department (316-1966) or review their Web site at <http://www.longboatkey.org> for local permitting requirements. Owners are also responsible for providing the contractor with a copy of the Contractor Rules. Owners must request written approval from the manager before any construction work can begin.

Exceptions to these rules will be made for emergency work. Written approval is not needed for emergency, repair or maintenance work, unless the repair work also involves remodeling. It is also not needed for the replacement or installation of appliances, fixtures (lighting, window treatments) or similar items (e.g. A/C units).

Building Exteriors

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

No owner, tenant, or other occupant of the condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony, stair, or any exterior surface. Owners may not change the floor of their balcony, nor carpet it. Stained glass sidelights contiguous to any condominium unit's exterior front entry door shall not be installed after March 18, 1993, without the prior written approval of the Board of Directors. Hanging laundry, garments, or unsightly objects from balconies is prohibited.

No occupant may: place any sunscreen, blind, or awning on any balcony, stairway or exterior opening, place any draperies or curtains at the unit windows without a solid light color liner facing the exterior; plant any planting outside of a unit except for potted plants; erect any exterior lights or signs; place any signs or symbols in windows; or erect or attach any structures or fixtures within the common elements, except for the attachment on the mantel or frame of the door of the unit owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep. Owners may display removable flags of the United States or its military on national holidays.

Occupants are not to erect, construct, or maintain any wire devices, antennas, other equipment, or structures on the exterior of the building on or in any of the common elements, except with the written consent of the Board of Directors.

Balconies shall be cleaned or washed only in such manner or by such means as will not cause or permit any flow, runoffs, seepage, dripping, or debris to reach any other balcony.

Exterior hurricane shutters may only be installed with the prior written approval of the Board of Directors requested at least 30 days prior to the proposed installation. (A form to request hurricane shutter approval is available from the manager.) A permit from the Town of Longboat Key is also required. Owners are asked to respect their neighbors and the appearance of the buildings by only closing shutters when necessary, for the physical protection of their property. Shutters should not be used for other reasons, such as for blocking light. Please see the Hurricane Awareness Section in the Atrium Owners' Manual. Any type of sign or notice is prohibited on any entry door, entry door system, or on any part of the building, except signs or notices posted by the Association personnel.

Units For Sale

A realtor may request an application form from the manager. The owner should provide copies of the following: Declarations, Articles of Incorporation, Bylaws, Rules and Regulations. These documents are located on the Fairway Bay III website. After a contract is signed, the application form must be submitted to the Manager with a \$100 application fee for approval by the Board of Directors.

The following Realtor policies have been adopted in an attempt to create a harmonious relationship between the Atrium owners and local realtors.

1. Please inform the manager 24 hours in advance, of an "Open House."
2. Open Houses are allowed only on Sundays between 1:00 PM and 5:00 PM.

3. The Realtor may place one (1) "Open House" sign on Harbourside Drive (after receiving a sign permit from the Town of Longboat Key). No other directional signs are allowed.
4. No sign or notice is permitted in any elevator, lobby, corridor, or any part of the building.
5. Realtors must meet client(s) in lobby of building, escort client to "Open House" unit and escort client back to lobby and outside of building. All prospective buyers must be escorted by a Realtor or owner at all times while in the building
6. No Lock Boxes are allowed on any Atrium doors or other places.
7. Vehicles shall be parked only in outside striped parking spaces and nowhere else.

When showing **any** condominium unit in the Atrium, **all** of the Atrium Rules & Regulations must be complied with at all times.

Owners Responsibility For Damage

Owners will be held responsible for destruction or defacement of buildings, facilities, equipment, roadways and plantings caused by receiving deliveries or moving furniture or other articles to or from the building, or through their own act(s) and /or the acts of their tenants, guests, or contractors.

Safety

No one shall permit any activity or keep anything in a condominium unit, storage area or common area, which could be a fire or health hazard or in any way tend to increase insurance rates. Visitors are not to play in the corridors, stairway, elevators, atriums, near the fountains, driveways, or garage area. Visitors shall not interfere with the normal use and operation of the elevators. Reasonable supervision must be exercised when children are playing on the grounds.

The use of skateboards, roller skates, scooters, or roller blades on or in any condominium property or areas is prohibited. Roller skates, scooters, or roller blades may be used only for ingress and egress from the buildings to the sidewalk on Harbourside Drive, but not for repeated back and forth travel.

Only authorized maintenance personnel are permitted access to the roof. The roof is off limits to all others. Owners are allowed on the roof with an authorized person.

Furniture, plants, and other loose objects on balconies can be damaged by windstorms and can also cause damage to Association property and create annoying noise as they move about

in a storm. Therefore, owners who will be away for an extended period of time (five consecutive days or more) during the non-hurricane season (December 1 through May 31) are encouraged to remove such objects during their absence. During hurricane season (June 1 through November 30), all balcony furniture and loose objects must be removed when the owner leaves for an extended period of time (five consecutive days or more), including when they vacate their unit for the summer season. The Association reserves the right to inspect balconies of non-residents during hurricane season and remove any loose items at the expense of the unit owner.

The Board of Directors requires that owners turn off the main water supply to their respective units whenever they leave for an extended period of time (five consecutive days or more). Owners who do not comply will be responsible for water damage sustained to their unit, the building, and neighboring units.

When absent for an extended period, every owner is required to have a caretaker check on their unit once a week. Not having an active caretaker can create a liability situation for the owner for any damages to the building and to neighboring units. The Manager must be informed of the contact information of every unit caretaker and as to whether an owner is here or away for an extended period. Those using Association staff for caretaking duties must submit a signed waiver form holding the Atrium harmless. (see Appendix C)

Owners leaving a vehicle in the garage for an extended period, must provide the manager a set of keys so the vehicle may be moved in the event of an emergency.

Air conditioning units must be serviced at least once a year, but ideally twice a year to include flushing of the drain lines to insure they are not blocked.

A handy Checklist can be found in Appendix D of items to be addressed when closing your unit for the summer.

Cooking Grills

Unit owner cooking grills shall not be used on patios, balconies, or in any common or limited common areas. Outside gas grills have been installed by the Atrium for use by owners and guests. The rules regarding these common use grills are:

1. You must consume what you cook in your unit, NOT at the pool or on the surrounding grounds.
2. No reservations: cooking on a first-come, first-served basis.
3. Instructions for use of the grills are on the appliance.
4. Clean-up is the user's responsibility.

5. When transporting food to your unit, you are responsible for making sure there are no spills, etc.

The Atrium staff will monitor the cleanliness of the grills and surrounding areas.

Packages

Goods and packages delivered in the absence of the owner will be stored in the Atrium office. The manager will notify an owner of any deliveries. The Association staff cannot accept C.O.D. packages. (The Association will not be responsible for loss or damage of articles handled by any delivery service or employees of the Association).

Solicitation

There shall be no solicitation by any outside person or organization anywhere in the buildings or common areas for any cause whatsoever unless invited by the unit owner to be solicited or specifically authorized by the Board of Directors. If you want to restrict solicitation by other Atrium owners, please notify the manager in writing.

Vehicles and Parking

Owners and tenants shall park either in their assigned garage parking spaces or in outdoor spaces available to all unit owners. Only one vehicle may be parked in each space. "Piggybacking" (two cars in one space) is not allowed. Each vehicle shall be parked solely and fully within the lines of one parking space. Usage of parking spaces shall be limited to conventional passenger automobiles with a current license tag affixed. Owners are limited to two (2) vehicles parked outside the garage. Owners, tenants, or their respective families or guests are not permitted to park in spaces belonging to other owners except with that owner's permission. No person shall park any vehicle in a designated handicap parking space, unless he/she has, and visibly displays, in or on the vehicle, a handicap designation duly issued by a public authority. No vehicle shall be parked in such manner as to impede or prevent access to another owner's parking space.

Motorcycles and bicycles must be parked in the owner's assigned parking space or locker. The Association suggests that they be chain locked when not in use. Motorcycles are not to be operated on the premises, except for ingress and egress. All other motor vehicles, (including but not limited to commercial vehicles), trucks, boats, campers, recreational vehicles having either kitchen or bathroom facilities, trailers, motor homes, mobile homes, shall be prohibited from parking in any area. Boats, trailers, trucks, commercial and

recreational vehicles, and other prohibited vehicles may be temporarily parked in an outdoor parking area only when they are being actively loaded or unloaded.

Service vehicles may be temporarily parked in the outdoor parking areas near the pool during the time they are actually servicing a condominium or condominium property, but in no event overnight. No vehicle which cannot operate on its own power shall remain within the condominium property for more than 24 hours, and no repair of vehicles shall be made within the condominium property.

The owners, their respective employees, servants, agent visitors, licensees, and the owners' families shall obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort or convenience of the owners. No parking is permissible on the lawns, common ground or streets at any time, other than service vehicles, and then only if and when necessary, to service a unit within the complex.

Any and all vehicles parked or stored on the condominium property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association, at owner expense, at any time after twenty-four (24) hours (or less in case of an emergency) of improper parking or storage.

No motor vehicles shall be driven at a speed in excess of 5 miles per hour while in the garage or on any of the driveways or other condominium property. No vehicle is permitted to enter through the exit garage door or exit through the entrance garage door.

The car wash area is to be used for washing passenger cars only. Cars may be washed in car wash areas ONLY. Covers on vehicles parked on outside parking areas are not permitted.

Cars left in the garage for extended periods (such as the summer months), may need to be moved if garage repairs become necessary. Owners must leave a car key with the manager when they plan to be away for extended periods.

Occupancy and Leasing, etc.

No unit shall be used for anything other than a single-family residential use. "Single family residential use" shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of the parent for a minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit

discrimination based upon familial status, handicap, or other protected classifications under applicable Fair Housing Laws. The preceding provisions of this rule shall not prohibit an owner from having guests, related or unrelated. However, maximum occupancy is two (2) adults per bedroom and in no event more than six (6) adults per condominium unit.

Renters or Lessees: A realtor or owner must provide a copy of the Rules and Regulations to a prospective renter or lessee along with an Application Form (five pages). After a contract is signed, the application form must be submitted with a \$100 application fee to the Board of Directors for approval. The application form requires that the Rules and Regulations be read and signed off on. Extra copies of the Rules are available from the manager, or on the website.

Overnight Guests (Owner not in residence): Owners shall notify the manager, in writing or email, of the arrival of guests or tenants, allowing ample time for approval by the Board of Directors. No approval is required if the guest is a parent, grandparent, child, grandchild or sibling of the owner or his or her spouse, but the notification and information provided for herein is required. Requests should include the following information:

- Names of occupants
- Relationship to owner
- Ages of children, if any
- Expected date of arrival
- Expected date of departure.

All such guests or family members are required to read the Rules and Regulations. Appropriate forms are available from the Association office and on the website. Tenants or renters may not allow guests to occupy a leased apartment in their absence.

No owner, tenant or other occupant of a condominium unit shall lease less than an entire unit, or lease an entire unit for a period of less than one month or lease an entire unit more than one time in any twelve-month period consisting of a fiscal year commencing October 1 of each year. There shall be no subleasing of units. For the purposes hereof, occupation of a unit by any person or persons in the absence of the owner(s), except for parents, grandparents, children, grandchildren, or siblings of the owner or his or her spouse, shall be deemed to be a "lease," and shall be subject to this limitation. The Board of Directors may, in its sole discretion, grant permission for friends of owners to occupy a unit in the absence of the owners without such occupancy being considered to be a lease. Requests for such occupancy must be made in writing and written permission received from the Board with a copy filed in the manager's office. Such exceptions are not to exceed three (3) per unit per fiscal year. The purpose of this restriction and exception is to prevent circumvention of rental restrictions by designating renters as friends. During the term a unit is leased, rented

or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest of the lessee of the unit or another unit owner.

Corporations As Owners

Corporations must follow the same policies and rules as do all other owners. All persons occupying the unit must be approved by the Association. Any person(s) other than the individual (and his or her family) who has the authority to vote as an owner is considered a renter and, thus, rules concerning frequency of rental apply.

Transfers And Leases Subject To Approval

See Section 14 of Declaration of Condominium, as amended, for procedures, conditions, restrictions, limitations, and required approvals pertaining to leasing and transfers. Application forms are available from the association office for sales/leases/rentals.

Right of Access To Units

Unit owners must furnish the manager two keys to their unit for necessary access.

In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency; the manager and/or a member of the Board of Directors of the Association or any other person authorized by it or the manager, shall have the right to enter such dwelling for maintenance, repair or replacement necessary to prevent damage to common elements or another unit or units.

Recreational Facilities

The facilities of the condominium are for the exclusive use of owners. In order to conserve the recreational facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited to persons in residence and their occasional guests. In the event a unit is leased or rented, the tenant, his family, and occasional guests may use such facilities to the exclusion of the owner of the unit and his family.

Cover-ups for ladies and shirts for men, as well as shoes or sandals must be worn in all outdoor common areas of the buildings and elevators as well as when walking to and from the pool area.

Rules for pool, spa, and pool area

The rules for the Association pool, spa and pool area are the same as for the shared pool and spa, as described just below.

Shared Facilities

All Fairway Bay owners, tenants, and guests have the right of use of the Fairway Bay Community pool, exercise room, clubhouse located at 2018 Harbourside Drive, as well as the tennis courts. These facilities are shared by all owners of Fairway Bay I, II, and III.

No smoking is allowed in any of the shared facilities.

Rules for shared pool, spa, and pool area

1. Swimming and use of the spa is permitted from ½ hour after sunrise until ½ hour before sunset.
2. Maximum swimming pool load: 21 persons
3. Swim at your own risk, no lifeguard is on duty.
4. No diving allowed.
5. Shower thoroughly before entering pool or spa.
6. No food, alcohol, glass, or animals in pool, spa or pool area. No drinks in pool or spa and within 4 feet of pool or spa edges.
7. Children under four years old must wear swim diapers, and all children who are not fully toilet trained must wear swim diapers regardless of their age.
8. No running or rough play allowed.
9. Children under age 12 must be accompanied by an adult.
10. No toys or unattached floatation devices allowed.
11. No smoking in pool area.
12. No excessive noise. No audio equipment without headphones.
13. Sunbathers using oil or lotions must protect furniture with a towel while in use and shower thoroughly before entering pool.
14. Chairs and lounges are **not** to be reserved for any person who is not in the pool area.

Additional Shared Spa Rules

1. Maximum use is 15 minutes.
2. Children under 12 must have adult supervision.
3. Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa pool without first consulting a doctor.
4. Maximum water temperature is 104° F.
5. Maximum spa load: 6 persons

Tennis Courts

1. Persons using a tennis court must be dressed in proper tennis attire at all times.
2. "Proper tennis attire" shall consist of a shirt, athletic shorts and rubber-soled shoes; and females may wear a skirt or tennis dress as a substitute for shorts. Bathing attire is prohibited on the tennis courts.
3. Common court courtesy is to acknowledge those waiting by limiting play to two (2) sets (or 1 ½ hours of play).
4. The courts may be used only after 8:00 am for Tennis and from 10am – 2pm for Pickleball.

Exercise Room

1. The exercise room is available 24 hours a day.
2. Only Fairway Bay owners and their guests are allowed use of the exercise room. Owners should not distribute the door code to anyone else.
3. Individuals under the age of 18 are not permitted in the exercise room.
4. The combination for the door lock may be obtained from the Fairway Bay office.
5. When leaving, be sure all exercise equipment, air conditioning, and lights are turned off.
6. Common courtesy is to be considerate of those waiting by limiting use of each piece of equipment to 30 minutes.
7. No food or beverages (except for water) are permitted in the exercise room.
8. Everyone who uses the exercise room must sign in with their name, date, and unit number.
9. All personal trainers are required to sign the log book and indicate their client's name.
10. Only one machine at a time may be used by any individual and trainer (i.e. please do not 'reserve' machines).
11. Trainers should keep their voices low, so as to not disturb other people in the exercise room, especially those listening to the TV.
12. No equipment, including exercise balls, may be brought into the exercise room.
13. TVs may be used by anyone in the exercise room, even when trainers are present.

Clubhouse

The clubhouse is available to all Fairway Bay I, II, and III owners solely, as licensees for temporary exclusive private use between the hours of 9:00 am and 11:30 pm. Uses after 11:30 PM must have the previous approval of the Fairway Bay office, located at 2018 Harbourside Drive.

The use of the Clubhouse for Association functions such as a Board, Committee or Owners' meeting having to do with the functioning of any of the FWB associations shall have priority over private uses. Subject to the conditions, the Clubhouse may be reserved on a 'first-come, first-served' basis.

1. The Clubhouse may be used by owners for private functions only (family and guests). It cannot be used by a Licensee for commercial, charitable, religious or civic functions, subject however to the provisions of Section 718.123(1) of the Condominium Act, as it may be amended from time to time.
2. A written request on the Association's form (which can be obtained from the Fairway Bay office) stating the time, date and purpose of the proposed use should be submitted to the Property Manager's office. This request should be accompanied by a \$150.00 security deposit (against damage to the property) as well as a \$65.00 fee for cleaning the Clubhouse floor. If the reservation is accepted, the Property Manager will issue a written confirmation. Note: The Reserving Owner shall hereinafter be called the Licensee. Groups of owners such as book clubs, card clubs or lecture programs may use the Clubhouse for such purposes without a security deposit or other fee. Such owner groups may have a facilitator, teacher or lecturer. Reservations for these owner groups still require a written request, however.
3. The Licensee is responsible for the pre-event setup and the post-event restoration, to their regular locations, of all Clubhouse furniture and furnishings. The Licensee shall cause all of his/her items to be removed from the Clubhouse before 9:00 am of the following day. The Association will, without charge, do the setup and restoration for the book clubs, card clubs or lecture programs mentioned above. The clubs or programs will, however, be responsible for removing all cups and cans that were left by the event.
4. There will be a \$65.00 fee for clean up of the Clubhouse floors. Any other required cleanup will be at the expense of the Licensee.
5. The Licensee is responsible for any damage to the Clubhouse, its contents and grounds.
6. Immediately following a private function, the Licensee shall restore all elements of the kitchen (china, glassware, flatware, refrigerator, and stove) to their pre-function state. All garbage and refuse shall be placed in tightly fastened garbage bags and placed in the dumpster at 2016 Harbourside Drive.
7. The Licensee must be in attendance at the functions. No owner may sponsor a private event for a non-owner.
8. No smoking is allowed in the Clubhouse.
9. The Clubhouse may be used for only one function at a time.
10. There may be no glass items in the pool area during any function. Bars may not be set up in the pool area. All rules for the pool, spa, and pool area listed above must be observed.

Maintenance, Repair, and Replacement

By The Association: See Section 10A of Declaration of Condominium, as amended.

If any maintenance or repair required to be made by the Association was caused by the carelessness or negligence of a unit owner or his guests, tenant, or invitees, the cost of such maintenance and repair shall be assessed against the unit owner.

Pest Control: Pest Control is included in your maintenance fee and is performed annually.

Smoke Detectors: Smoke detectors in your unit are connected to the main building fire alarm system. **DO NOT TOUCH, DISCONNECT, OR REMOVE ANY DETECTOR IN YOUR UNIT.** If a detector is making a noise report it to the manager.

By The Owners: Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not a common element, as provided in Paragraph 10B of the Declaration of Condominium, as amended. Rules for making alterations or additions can be found under the heading **Unit Interiors** earlier in this document.

From time to time, individual owners have work performed by contract personnel within their units such as tiling, wall covering, painting, etc. Contractors engaged in such work also make use of the Association's common elements: parking areas, driveways, lobbies, walkways and elevators. To ensure that the use by contractors of these common elements does not infringe on the convenience of other unit owners, owners must provide contractors with a set of these rules and insist that they be followed.

Moving In/Out Procedures

1. Moving vans are permitted into the Bay Isles gates only Monday through Friday, 8 am to 5 pm, and Saturdays, 8 am to noon.
2. When moving heavy or large pieces, the office must be notified so that pads can be put on the walls of the elevator. Only the elevator nearest the building entrance may be used for moving. (Service elevator)
3. Unload pieces into the lobby first.
4. Stop elevator on ground floor and load.
5. When you reach the floor desired, open the door, stop elevator and unload into the hallway.
6. Release the elevator so it can continue regular service to the other residents. **(Do not hold it up to move things from the elevator directly into the apartment.)**

The unit owner will be held liable for any damage to the elevator, building, or grounds caused while moving in or out or while moving any furniture, appliances, etc. in or out.

Warning: Be aware of the water sprinkler heads in units when delivering large items of furniture.

Atrium Contractor Rules

The following rules apply to any contractor, sub-contractor, handyman or owner engaged in work at Fairway Bay III ("The Atrium"). Should any workman violate this policy, his or her company and the unit owner will be notified. Companies that continue to violate this policy will not be permitted to enter Atrium property in the future. For infractions, the Board may levy fines and/or damages against the owner.

The contractor or the owner will be required to provide a \$1000 security deposit for any job exceeding \$5000 in cost, for repairs of any damage to Atrium property or cleanup required due to activities in a common area by workmen. Cost incurred will be determined by the Manager and will be automatically deducted from the security deposit. Any damages in excess of \$1000 will be charged to the owner responsible for the workmen. Contractors shall also be required to submit proof of insurance equal to amounts required by The Town of Longboat Key.

Work that requires significant use of noisy tools such as jackhammers, power saws, routers, power drills, hammers, generates significant noise, generates a significant amount of construction trash or creates a significant mess in common areas may not be performed between November 1 and April 30, with the exception of hurricane shutters or by special Board approval for emergency situations.

In addition, the following specifics apply:

1. The front glass doors may only be propped open while moving items into the buildings. They should never be left open without anyone present. Owners and the building custodian should close any propped open door that they see. If a lot of material is to be transported into the building, please see the manager about an alternative to the front door. Repairing damage to the front doors is very expensive and can be avoided by bringing materials in through the garage.
2. **Quiet** work cannot start before 8:00 a.m. **Noisy** work cannot start before 9:00 a.m. No work is to be performed after 4:00 p.m.
3. Work may not be performed Saturday, Sunday or the following holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the Friday following Thanksgiving, and Christmas
4. The contractor is responsible for removing all "scrap" materials from any of the common areas. Contractors may not put any material down the trash chute, over the balcony railings or in any Atrium container on the property. Contractor containers, or pickup trucks, for the removal of construction trash, may be placed on the property in one of the

parking spaces near the pool. These should be removed every Friday, unless prior written agreement is received from the Manager.

5. Drips, dust, footprints or debris dropped or deposited on the common walkway area must be cleaned up by 4:00 pm each day. It is recommended that contractors place a piece of carpet down in the front entry of the unit to reduce tracking.
6. When an elevator will be used to carry materials, the on-site manager at 383-7130 must be notified in advance, so that pads can be put on the walls of the elevator. All workmen are required to use the service elevator (at the left) and not the glass elevator, unless the service elevator is out of commission. No elevator is to be used for transporting construction materials without the pads in place.
7. No tools are to be left in any walkway, lobby, or parking lot.
8. Luggage and grocery carts are for the use of owners only and may not be used by contractors. Old carts are available for contractor use by contacting the manager.
9. No cars or trucks are to be parked in any garage area or fire lanes of any building at any time except for loading and unloading. Requests for exceptions may be made to the manager.
10. No work may be done in the common hallways or lobby. No material or tools may be stored in the common hallways, except for a short period of time when they are being brought into or out of the unit.
11. When using the elevator to carry tile, paint, glass, etc., a drop cloth must be used, and then promptly removed, and the elevator floor must be cleaned by the end of the day.
12. There should be no water or debris washed over the balconies to floors below. The contractor is responsible for dust or debris that is blown onto other balconies. No cutting that generates noise or dust may be done on the balconies. There is a workroom in the garage that can be used for such activities as cutting tile, glass or wood. Contractors should contact the manager for access.
13. Brushes and/or equipment should not be cleaned in unit sinks, on Atrium property, or in the bay.
14. Extreme care should be taken around the fire sprinklers and smoke alarms, as the damage caused by setting these off can be extremely high and disruptive to neighbors. If working around the sprinklers, pay close attention to not touch them in any way. Once a sprinkler head goes off, due to heat, or is broken, it produces about 55 gallons of water per minute until the fire department can arrive to turn it off. Contractors must obtain smoke and fire detector covers because dust, paint mist, dirt, etc. will set the devices off and activate a building alarm. Coverings must be removed daily when personnel leave for the day. For any work done on the fire sprinklers and smoke detectors, only companies approved by the management may be hired. A warranty satisfactory to the on-site supervisor must be obtained for any work done to these devices.
15. Owners may not give their, electronic entry keys(fobs) or gate passes to a contractor. Electronic entry keys(fobs) with time restrictions are available from the Manager for a small fee and deposit. Any fob being used by a contractor, other than those obtained from

the manager, will be deactivated. Gate passes with time restrictions may be obtained for contractors at the South Gate for a small fee.

16. No smoking is permitted in any lobby, corridor, stairwell, elevator, garage, or pool area. No cell phone usage is permitted in the corridors.
17. All workmen should park by the pool area and not in the parking places closest to the buildings.
18. During major renovations in Building 5, which has iron drain pipes, it is recommended that the lateral drain pipes that run through the lowered ceiling areas be replaced. If the owner chooses to have them replaced, the owner or the owner's contractor should notify the Manager of this. The Manager will coordinate the Association's plumber with the owner's contractor. It is the owner's responsibility (cost) to open the ceiling to provide access and to reclose it after the pipes have been replaced. The Association will take responsibility (cost) for replacing the lateral pipes.



HIRING ASSOCIATION EMPLOYEES FOR PRIVATE WORK

1. Atrium Personnel Policies require that Association employees can only work privately for residents outside of their regular work hours.
2. According to the Atrium Rules the Unit Owner is responsible for any damage to the Owner's or common property by anyone hired for private work, including Association employees.
3. Association personnel acting in behalf of Unit Owners must obey all rules and regulations stated in Atrium documents.
4. The Association takes no responsibility for work performed by Association staff outside of their regular work hours, or outside their official duties.

I have read these rules and understand that my hiring of any person or company to perform private work for me is solely my responsibility.

Name

Unit

Date

ATRIUM

USE THIS HANDY CHECKLIST WHEN CLOSING UP YOUR UNIT FOR THE SUMMER

- Arrange for a caretaker to check your unit once a week.
- Bring all patio furniture, plants, and small items inside. Items left on the balcony can be dangerous because they may become airborne in a storm.
- Put down or close Hurricane Shutters if you have them.
- Make sure all your windows and doors are completely closed and locked. Close draperies & blinds.
- The humidity will rise as we move into the rainy season. Set your AC to the installers recommended thermostat & humidistat settings. No higher than 76 degrees, some owners use freestanding dehumidifiers in the kitchen or guest bathroom. Some owners use Damp-rid as well.
- Unplug your TV, Computers, Small appliances, and electronic devices to prevent damage in summer storms.
- Turn off Main water valve.
- Turn off refrigerator water valve under your sink.
- Flip Breaker to water heater OFF
- Dispose of perishables from Refrigerator. Get rid of dry goods that may attract pests. Empty your trash cans.
- Open cabinets & Drawers in kitchen & bathrooms to promote ventilation.
- Leave dishwasher closed to prevent seals drying out.
- Have your landline phone and cable service, and your internet, unless you use it for cameras or temperature monitoring, put on vacation mode.
- Discontinue newspaper delivery.
- Forward your mail. Forms are available on-line at USPS.com.
- If you have changed your locks be sure to leave a current copy with Beth in the office
- If you are leaving a car in the garage, please leave a key with Beth in case the car needs to be moved.
- Make sure the office has the correct contact info in case of emergency.
- Arrange to have someone check your unit throughout the summer on a weekly basis. Condo-watchers should flush toilets and run water in all sinks, showers, and tubs and thoroughly check your unit for leaks. They should also check to make certain that your AC is running properly.