

## **Castillo del Sol Condominium Rules and Regulations**

*Pursuant to the Declaration of Condominium, recorded in official Records Doc # 2381118, Bk # 3181, Pg # 1, Electronically Recorded 6/23/2022 in the Public Records of Monroe County, Florida, and Article II, Section 5, Paragraph H, and Article X of the Bylaws of Castillo Del Sol Condominium Association, Inc., every owner shall abide by the following rules and regulations:*

### **Single Family Dwelling**

- 1. Each unit shall be used only as a single-family residence. DEC 19 (a)**

### **Amenities**

- 2. All amenities of the condominium (beach, pool, spa, children's pool and fishing pier) are for the sole use of the residents, guests and renters. Every guest or renter shall wear a CDS wrist band (except small children who are with adults) when using any of these amenities. The Association shall recognize any guest with an association approved and properly issued wrist band as authority for that guest to use the above amenities.**

### **Guests and Renters**

- 3. All nonresident unit owners shall advise the Association or its agent of the date of their arrival and departure in advance. Guests of unit owners must register with the managers as soon as possible subsequent to their arrival. Guests and Renters receiving mail shall obtain a temporary post office box at the post office or use their unit owner's post office box and shall not use the CDS business address for their personal mail.**

### **Pets**

- 4. Condominium owners shall not keep pets or other animals in their units or within the common elements excepting that a unit owner may keep one dog which, when full grown, shall not weigh in excess of twenty-five (25) pounds or one cat. All owners must clean up after their pet, and shall not use CDS main ocean side lawn areas for pet urination or defecation. All other pets are prohibited except caged birds. Tenants may not keep any pets in a leased unit. Each unit owner is responsible for pets and is required to be sure that the pet does not enter any recreation area or cause any nuisance or disturbance of any kind or nature. If a pet becomes a nuisance or the owner does not abide by the rules and regulations established by the Board of Directors of the Association pertaining to pets, The Association can require the unit owner to remove such a pet from the condominium property. Dec 19 (e) It should be noted that the City of Key Colony Beach has a city ordinance requiring residents to clean up after their pets. Every pet shall be on a hand-held leash at all times outside their unit.**

### **Noise**

- 5. No owner or occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, guests, or servants, nor may he do or permit to be done anything by**

such persons that would interfere with the rights, comforts, or other convenience of other occupants. Dec 19 (g) Owners need to alert the managers to any such incidents or concerns. The Managers will be responsible for notifying occupants of such infractions.

### **Vehicles and Parking**

6. All passenger vehicles shall be parked only in the parking spaces so designated for that purpose by the Association. Each unit owner will be assigned one parking space. All vehicles will be permitted to park in designated areas only. Owners agree to notify all guests of the regulations regarding parking and to require guests to abide by such parking regulations. If the Association has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space. No boats, trailers, campers, golf carts, jet skis, recreational vehicles, or vehicles larger than a passenger vehicle will be permitted within the development of which the unit is part; and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of the owner owning same for storage or public or private sale at the election of the Association; and the unit owner owning the same shall have no rights or recourse against the Association therefor. No repairing of passenger vehicles will be permitted outside the confines of the owner's unit. This paragraph in no way infringes upon the rights of anyone to own or to have upon the premises what is commonly called a moped. Dec 19 (b) The washing of cars is permitted providing the owner, guest, or renter uses the water faucet that is metered to the individual unit. It is required that car washing be done with care so that water does not puddle in the covered parking areas and with regard to protecting adjoining cars from splashing.

### **Unit Maintenance**

7. Each condominium parcel owner shall maintain his unit in good condition and repair, including all internal surfaces within or surrounding his unit; and each owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his unit. Common areas of the building, such as hallways, etc., and landscaped and grassed areas, shall be used only for the purpose intended. No articles belonging to the unit occupants shall be kept in such areas, temporarily or otherwise. Dec 19 (c)

### **Patios, Balconies and Exterior Furniture**

8. Each owner shall maintain his unit in a clean and sanitary manner. Patios or balconies shall be used only for the purpose intended and shall not be used for hanging of garments or other objects or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the occupant's unit, nor shall any storage be allowed on said balconies or patios. Dec 19 (d) All exterior furniture used on balconies or patios shall be of pure white framing (closest to our building white, no off-white colors) in order to maintain a uniform appearance. Any umbrellas or similar device on unit patios shall be of a white fabric, or of similar color and style of current approved pool umbrellas, and shall be retracted down when unit unoccupied. Said furniture shall be made of

such material that resists deterioration from our climate, and of such weight that it can be easily moved into the unit. No furniture or any item shall be permanently or temporarily attached to the patio decking, or walls. No items shall be attached to any railings without written permission of the association. No bicycles are permitted to be stored on any patio or balcony.

### **Pest Control**

9. The Association will engage a pest control agency, and all unit owners shall make their units accessible for pest control service. All units are required to be treated unless waived by the Board.

### **Nuisances**

10. **No owner or occupant of a condominium parcel shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an owner commit or permit any nuisances or immoral or illegal act in his unit or on the common elements. Dec 19 (n)**

### **Alterations and repairs**

11. **Alterations and repairs of the buildings are the responsibility of the Association except for the interior of the units. No exterior painting of doors or buildings or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alterations to any interior boundary wall may be made without first obtaining written approval of the Association. No reflecting device or materials may be used in any of the aforementioned areas. No balconies or patios may be enclosed with glass, screens, or otherwise. Dec 19 (f)** Any change in any locks shall require management approval and be keyed to the Association Master key and / or combination door lock system.

### **Storm Shutters**

12. All unit owners shall have hurricane shutters approved by the Association covering all windows, or have high impact glass equal to or greater than Miami-Dade County Approved (MDCA). Unit owners shall maintain their shutters in a place accessible to the Association. All storm shutters shall be in place by June 1 each year, unless unit equipped with approved high impact glass. If the owner is not in residence and the shutters have not been installed or lowered by June 1, the managers are authorized to have this done at the owner's expense. Unit owners will bear the cost of installation and removal of shutters each hurricane season. Any unit equipped with roll-up hurricane shutters shall have these shutters lowered June 1<sup>st</sup> through November 30<sup>th</sup> when unit unoccupied. These shutters shall be properly maintained and in working order or shall be completely removed if not being used.

## **Hurricane Preparedness**

13. Every unit owner is responsible to have their unit hurricane prepared by June 1<sup>st</sup> of each year through November 30<sup>th</sup>. This requirement includes shutters being in place or lowered; all furniture, planters, and every item to be removed from the patio, balcony, and car port area; refrigerators emptied of any perishable food; ice maker emptied and off. Any unit not prepared will be assessed \$100 and the management will prepare your unit or make arrangements to have it prepared.

## **Repairs, Electrical and Plumbing**

14. **Condominium parcel owners or occupants shall make no repairs to any plumbing or electrical wiring within a unit except by a licensed plumber or electrician authorized to do such work by the board of directors of the association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.** Dec 19 (q) Management shall be notified of any significant work being performed by a contractor. Owner shall file a Renovation Approval Application form with management prior to project to notify management of any significant work in excess of \$1000, and to assure contractors are licensed and insured and that no work is being performed in violation of the governing documents. Any work performed by a contractor that involves work outside the owner's unit shall be approved by the Board of Directors or the association management. This includes but not limited to: plumbing, electrical, HVAC, concrete, structural, doors, or windows. Any owner failing to obtain approval shall be subject to any costs by the association required to correct, revert back, or improve any changes made by the contractor or owner who failed to obtain proper approval. No work shall be performed on Sundays or outside the hours of 7:30 AM to 6:00 PM.

## **Moving Damage**

15. All damage to the property caused by the moving and/or carrying of articles therein shall be paid by the unit owner or person in charge of such articles. Any common element property damaged by a contractor shall be repaired at contractor's expense or the owner responsible for the contractor.

## **Trash**

16. **Disposition of garbage and trash shall be only by use of garbage disposal units or by the use of receptacles supplied by the Association.** Dec 19 (h) Trash areas are supplied at the east and west entrances of the condominium complex. The Association participates with a City of Key Colony Beach Recycling Program. Residents are requested to follow the current rules and regulations of the City of Key Colony Beach. Please rinse all glass and metal containers before disposing of them. Contractors shall not use any refuse containers unless approved by the management.

## **Signs**

17. No signs, advertising, or notices of any kind or type whatsoever, including but not limited to "For Rent" or "For Sale" signs, shall be permitted or displayed on

the exterior of any unit nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any unit. Dec 19 (j)

### **Soliciting**

- 18. Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears, and appropriate action will be taken. Dec 19 (l)**

### **Rental or Lease**

- 19. A condominium parcel may be leased: however, no unit may be leased wherein the occupancy will be greater than six (6) individuals at any one time. A condominium parcel may be leased only with the written approval of the Association except to an existing unit owner. To obtain approval by the Association, a unit owner shall give notice of his intention to lease together with name and address of the intended lessee and such other information concerning the lease as the Association may reasonably require, including but not limited to a copy of the proposed lease. The Association may, but shall not be required, to screen any proposed lessee by performing a check of criminal and/or financial background and may require a personal interview. A unit owner may lease his unit during any calendar year for a maximum period of time of one (1) year and minimum period of time of thirty (30) days or one (1) month, whichever is less. However, an exception shall exist for an owner who wishes to lease his unit to the owner of another unit or his immediate family (immediate family being identified as a mother, father, brother, sister, son, daughter or grandchild), which exception shall allow a lease of this type for a period of less than thirty (30) days so long as an owner does not exercise this exception more than three (3) times per year, it being the intention that the Condominium not be considered a “public lodging establishment” as that term is defined under local, State or Federal law. Options to renew a one-year lease will be considered by and subject to the approval of the Association. No subleasing is permitted, nor may rooms be rented nor transients accommodated. Any tax or other expense incurred by the Association in connection with leases or rentals shall be a charge against each unit that leases or rents. Dec 17 (b)**

### **Rental Unit Cleaning**

- 20. Cleaning of rental unit will be the Owners responsibility.**

### **Conduct**

- 21. Condominium unit owners are responsible for the conduct of anyone permanently or temporarily residing in a condominium unit. Dec 19 (r)** No children under twelve years of age are permitted in the hot tub.

### **Pool Lines**

- 22. A fishing line may be installed over the pool area to keep birds out of this area. No owner or tenant shall interfere with this fishing line.**

## **Pool Use**

- 23.** All owners, guests, and renters must abide by the rules governing the use of the pool. These rules embody those set by The Monroe County Board of Health and The Condominium Association. Owners and guests shall remove their personal floats, toys, and any other accessories when finished with pool activity for the day. All owners and guest shall clean up and lower umbrellas after use.

## **Board of Health Pool Rules**

- 24.** Children under twelve must have adult supervision.  
Shower before entering pool. All lotions must be removed.  
No horseplay or rough games permitted in pool area.  
Don't throw articles in pool area.  
No glass bottles, nor any type of glassware allowed in pool area.  
All bathers must wear proper bathing attire. (no cut-offs, etc.)  
No pets allowed.  
No Diving

## **Condominium Association Pool Rules**

- 25.** Pool and spa hours are 9:00 a.m. to 10:00 p.m.  
Adult exercising in pool (no music) permitted after 8 a.m.  
Before using pool chairs, please cover with a beach towel to prevent lotions and body oils from deteriorating or discoloring the furniture.  
All pool chairs are to remain within the pool enclosure.  
No playing in or around the fountain.  
No swim fins, beach shoes or black sole swim shoes shall be used in the pool.

## **Beach Rules**

- 26.** All beach chairs and tables should be returned to the area at the base of the retaining wall at the end of each use. (This expedites daily beach grooming.)  
Please clean your area and deposit trash in proper container, and lower umbrellas. Please ask management if any umbrellas need moved. No feeding wild birds on the property. Fill in any holes prior to leaving beach.

## **Pier Rules**

- 27.** No diving or swimming from the pier, or climbing in the rock area. If fishing from the pier, you are required to clean up after yourself and lower and secure umbrella. Children should be well supervised while on the pier. No boats are to be tied to the pier. Embarking or debarking from any boat at the pier is prohibited.

## **Skates and Bicycles**

- 28.** Skates, roller blades, scooters or similar devices, and bicycles are prohibited on any sidewalks or walkways. Use of these articles is restricted to driveways only.

## **Owner, Occupant Obligations**

- 29.** Each condominium parcel owner or occupant shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association and shall see to it that all persons

**using the owner's property by, through, or under him do likewise. Dec 19 (o)** When unit is unoccupied the owner shall assure that the water is turned off to avoid damage to other units from accidental water line break. You should shut off your hot water heater too. Owners receiving mail shall obtain a temporary or permanent post office box at the post office and shall not use the CDS business address for their personal mail.

#### **Access to Units**

- 30. Each condominium parcel owner or occupant shall allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair and/or replacement of the improvements within the units or the common elements or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the Bylaws of the Association. Dec 19 (p)** In the event of an emergency, the managers are authorized to gain entrance to any unit by any reasonable means.

#### **Unit Identification**

- 31. Each unit shall be identified by a nameplate maintained by the association and no owner shall modify, remove or replace such nameplate. Dec 19 (i)**

#### **Meeting Notifications**

- 32.** All meeting notifications shall be posted in each elevator of any occupied building at time of posting, and at the manager's unit in accordance with posting requirements of the governing documents and the Condominium Act.

#### **Smoking**

- 33.** Smoking on the Condominium Property including all portions of the Common Elements and Limited Common Elements, and including the Units, is strictly prohibited, except for the designated smoking area or areas established by the Board of Directors from time to time. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco or other products or materials used in a device for such purpose. Smoking shall specifically include, but not be limited to, the smoking of cigarettes, cigars, pipes, bong and any other lighted tobacco or other product or material, whether legal or illegal in the State of Florida. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited.

**These Rules and Regulations are subject to modification by the Association in accordance with the Bylaws and the Declaration of Condominium.**

*Revised and effective May 11, 2022*