



Clearwater Sand Key Club, Inc. No. 1

Rules & Regulations

New: August 16, 2025 | Effective: September 13, 2025

These Rules & Regulations are legally binding on all owners, tenants, guests, and vendors of Clearwater Sand Key Club, Inc. ("CSKC"). They are derived from the Condominium Documents, Florida Condominium Law, and applicable Municipal Ordinances.

All unit owners and occupants must comply with these Rules & Regulations and ensure that their guests, tenants, and vendors do the same.

Failure to comply may result in legal action, recovery of damages, injunctive relief, fines, or other remedies. The prevailing party in any legal action is entitled to recover reasonable attorney's fees and costs.

1. Antennas & Communications

1.1 Satellite dishes up to 22 inches may be installed only with prior approval and installation instructions from the property manager. Mounting on the building is prohibited.

1.2 CB radios, short-wave radios, or similar equipment that interferes with others' television or radio reception are prohibited.

2. Auctions

2.1 Units may be sold via auction; however, the auction event itself may not be conducted on condominium property.

3. Barbecuing & Cooking

3.1 Charcoal, gas, and electric grills are prohibited on balconies in accordance with fire codes and city ordinances.

3.2 A community gas grill is available on the beachside patio, first-come, first-served.

3.3 Users must clean the grill immediately after use.

4. Beach Wagons

4.1 Beach wagons and contents must be stored in the owner's assigned storage bin.

5. Bicycles

5.1 Storage is limited to **40 spaces** on a first-come, first-served basis, with a maximum of two bicycles per unit.

5.2 All bicycles must be registered with the front desk, which will maintain a record of ownership, make, and color.

5.3 A tag with the owner's name and unit number must be affixed to the head tube.

5.4 Bicycles must be kept in road-ready condition. Noncompliant bicycles may be removed and disposed of.

5.5 Battery-powered bicycles may not be stored due to fire code restrictions on lithium batteries.

6. Car Washing

6.1 Car washing is permitted only in the designated area at the southeast corner of the parking lot.

6.2 Users must turn off the water and recoil the hose after use.

7. Club Room

7.1 Use of the club room is limited to owners, tenants, and their invited guests.

7.2 The room may be rented for private parties by residents only, with a refundable \$300 damage deposit.

7.3 Children under 10 must be supervised.

7.4 Renters are responsible for damages and full cleanup.

8. Delinquent Payments

8.1 Late fees apply to unpaid maintenance or special assessments.

8.2 Interest accrues on balances over 60 days in accordance with the Declaration and Bylaws.

9. Deliveries

- 9.1 Owners must coordinate large deliveries (furniture, appliances) in advance with management to protect elevators and common areas.
 - 9.2 Protective pads and carpeting must be installed when appropriate.
 - 9.3 Packing materials must be broken down and disposed of in dumpsters (box size limit: 2' x 2').
 - 9.4 Association staff will not participate in loading/unloading.
 - 9.5 Owners are responsible for any damage caused.
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10. Vehicles

- 10.1 Vehicles must display a valid license tag within 30 days of expiration unless extended by the Board.
 - 10.2 Major vehicle repairs are prohibited on condominium property.
 - 10.3 Minor repairs (e.g., jump-starting, tire changes) are permitted. Emergency equipment is available at the attendant's desk.
 - 10.4 Vehicles must remain road ready. Disabled vehicles may be towed at the owner's expense.
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11. Email & Communication

- 11.1 Email is the preferred communication method for all Association matters.
 - 11.2 Owners must register on the **Vantaca portal** and maintain updated contact information.
 - 11.3 The portal provides access to maintenance records, financials, meeting minutes, and Association documents.
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12. Electric Vehicle (EV) Charging Policy

12.1 EV charging stations may only be installed within a unit owner's limited common element parking space, subject to:

- Compliance with Florida Statute §718.113(8).
- Owner responsibility for installation, insurance, operation, repair, and removal costs.
- Separate metering of electricity.
- Submission of an application and approval prior to work.
- Licensed electricians required for installation, modification, or removal.
- Certificate of insurance naming the Association as an additional insured.
- Use of DCC or approved load-management system.
- Use of aluminum conduit with anti-corrosive fittings.
- Charger installation at least 4 feet above ground on adjacent column/pillar (or approved alternative).

12.2 EVs must be removed from premises during forecasted storm surges.

13. Exercise Room

- 13.1 Use is at residents' and guests' own risk. Users confirm they are in good health and trained in proper equipment use.
- 13.2 The exercise room is open **24 hours daily**.
- 13.3 Noise levels must not disturb others.
- 13.4 Children under 12 must be supervised.
- 13.5 Showers are for refreshing after workouts, not for sand removal.
- 13.6 Equipment must be wiped down after use.
- 13.7 Owners are financially responsible for any damages.

14. Feeding Animals

- 14.1 Feeding of birds or animals on property, including from balconies, terraces, or pool deck, is strictly prohibited.
- 14.2 Bird feeders are not permitted.

15. Guests – Owner Absent

- 15.1 Owners must notify management in advance of guest arrival with names, dates, and party size and complete guest registration form online or via email.
- 15.2 Guests must register upon arrival and sign the Guest Registration Form.
- 15.3 Owners are responsible for providing guests with Rules & Regulations and condo procedures.
- 15.4 Owners are responsible for all guest conduct and damages.
- 15.5 Guests must be informed of the no-pet policy (except verified service animals).

16. Guests & Vendors – Owner Present

- 16.1 Owners must notify the attendant before guest/vendor arrival.
 - 16.2 Guests/vendors must sign in and out, providing unit number, vehicle information, and number of persons.
 - 16.3 If not pre-authorized, attendants must confirm entry with the owner.
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17. Holiday Trees

17.1 Live or cut Christmas trees are prohibited due to fire hazards.

18. Hurricane Preparedness

18.1 Owners must secure units before extended absences or storms:

- Remove balcony furniture/plants.
 - Shut off water at the main valve.
 - Turn off electrical breakers.
 - Provide the Association with emergency contact information and designate a local caretaker.
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19. Kayaks & Paddle Boards

19.1 Storage is limited to **20 spaces** on a first-come, first-served basis (limit: 1 per person / 2 per condo).

19.2 All equipment must be registered at the front desk.

19.3 Items must be identified with owner's name and unit number.

19.4 Equipment must be rinsed of sand before storage.

19.5 Paddles must be secured to the watercraft or kept in the owner's storage bin.

19.6 Non-compliant items may be removed and disposed of.

20. Keys

20.1 Emergency Keys

- The Association maintains an emergency set of unit keys, authorized by Florida law and condominium documents.
- Access may be granted to third parties with written owner authorization.
- If keys are missing, the Association may gain entry by any necessary means at the owner's expense.

20.2 Building Keys

- Owners must transfer building keys to purchasers at closing.
- Replacement or additional keys: \$25 each.
- Key fobs replaced free of charge if the defective fob is returned.
- Loaning keys to non-residents or vendors is prohibited.

21. Leasing & Rentals

- 21.1 All leases/rentals require prior written approval from the Board of Directors.
 - 21.2 Applications, emergency information, and background checks (first-time renters) must be submitted at least **10 days before occupancy** with a \$100 non-refundable fee.
 - 21.3 Minimum lease term: **90 days**. Subleasing is prohibited.
 - 21.4 Owners must provide tenants with keys, Rules & Regulations, and condo procedures.
 - 21.5 Owners remain responsible for tenant conduct.
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22. Mechanical, Electrical, Plumbing & Renovations

- 22.1 Owners must notify the Association before substantial work begins and verify contractor licenses, insurance, and permits.
 - 22.2 City permits must be obtained and displayed.
 - 22.3 Contractors must sign in, follow building rules, and maintain cleanliness.
 - 22.4 \$500 refundable security deposit is required.
 - 22.5 Work hours:
 - Mon–Fri: 8:00 AM – 6:00 PM (all work)
 - Sat/holidays: “soft work only” (painting, wallpapering, etc.)
 - No work allowed on Sundays.
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23. Moving In/Out

- 23.1 Moves are permitted Mon–Sat, 8:00 AM – 6:00 PM only.
 - 23.2 \$500 refundable deposit required.
 - 23.3 Elevator pads and floor protection must be used.
 - 23.4 Packing materials must be removed immediately, boxes broken down (max size: 2’ x 2’).
 - 23.5 Overnight pods allowed only with prior management approval.
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24. Parking

- 24.1 Each unit has one reserved covered garage space.
 - 24.2 Guest parking is available on the south lot (first-come). Overnight guest vehicles must be registered.
 - 24.3 Unauthorized vehicles will be towed.
 - 24.4 Prohibited vehicles: boats, trailers, RVs, motorcycles, dune buggies, and commercial trucks (except temporary contractor use during work hours).
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25. Personal Attire

25.1 Proper attire required in lobby and elevators: shirts, shoes, and bathing suit cover-ups.

26. Pets

26.1 Pets are not allowed. Only approved service or emotional support animals are permitted.

27. Service & Emotional Animals

27.1 Owners must submit proof of inoculation, licensing, photograph, and official designation.

27.2 Records will be maintained by the Association.

27.3 Animals must not create a nuisance, disturb residents, or pose safety concerns.

27.4 Owners must always leash animals outside the unit.

27.5 Animals are prohibited on the plaza deck (per state law).

28. Plaza Deck

28.1 Glass containers prohibited.

28.2 Clean up after use.

28.3 Running, diving, horseplay prohibited.

28.4 Noise must be contained with earphones.

28.5 No animals permitted except service airmails.

28.6 Children under 10 must be supervised.

29. Pool & Spa

29.1 Use is at your own risk; no lifeguard on duty.

29.2 Open daily from **dawn to dusk**. Dusk is considered 30 minutes after sunset.

29.3 Shower before entering.

29.4 No food, beverages, rafts, or diapers allowed.

29.5 Children under 10 must be supervised.

30. Prohibited Areas

30.1 For safety and insurance reasons, residents/guests are prohibited from accessing:

- Roof
 - Elevator shafts/equipment rooms
 - Electrical/power rooms
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31. Real Estate Sales, Listings & Open Houses

31.1. Open House Hours

- **Open House Schedule:** Open houses are permitted on Sundays only, between 1:00 PM and 4:00 PM.
- **Realtor Packet:** Owners must obtain a Realtor Packet from management for their listing agent.
- **Owner Responsibility:** Owners must read and understand the policies contained in the Realtor Packet before listing their unit.
- **Notification of Listing Agent:** Owners must provide management with the name and contact information of their listing agent.
- **Self-Represented Owners:** Owners acting as their own selling agent are subject to the same rules and regulations as licensed realtors.
- **Compliance Assurance:** Owners are responsible for ensuring that their realtor reads, understands, and complies with the Sand Key Club's Realtor Policies and the CSKC rules and regulations.
- **Agent Guidance:** Owners are responsible for making certain that their agent is familiar with CSKC procedures and can navigate the property in accordance with Association rules.

31.2. Registration Requirement

- Realtors must submit an **open house request** to Management no later than **5:00 PM on the Thursday** prior to the scheduled open house.
- Management will review the request and issue either an **approval or denial** no later than **5:00 PM on Friday**.
- A registration list will be maintained at the front desk, including the realtor's name, phone number, and the units being shown that day.

31.3. Signage

- Realtors may place a maximum of **two (2) open house signs** in front of the property during the event.
- Signs may not exceed **24” x 18”**.
- Flyers, notices, or other promotional materials may not be posted anywhere on the property.

31.4. Guest Parking and Check-In

- All open house/showing guests must park in designated **guest parking**.
- If guest parking is full, visitors must park offsite.

31.5. Lobby Conduct

- Guests may not be left unattended in the lobby.
- CSKC attendants are not responsible for monitoring guests.

31.6. Supervision of Guests

- Realtors must provide sufficient staffing to manage open house traffic.
- Guests must not be left unattended anywhere on the property.
- Realtors or their assistants must **always accompany potential buyers** and should take them to the unit immediately. No loitering in the lobby is allowed.

31.7. Use of Common Areas

- All real estate business must take place **inside the unit for sale**.
- Conducting business in the lobby or other common areas is strictly prohibited. Examples include, but are not limited to:
 1. Setting up additional chairs or tables
 2. Having a sign-in sheet, this must be upstairs in a unit.
 3. Holding real estate discussions or pre-qualifying guests
 4. Displaying or reviewing sales materials or file folders
- One realtor's assistant may use **lobby chairs** while waiting for potential buyers.
- If multiple units are being shown, the realtor must remain inside one unit, and the assistant must notify the realtor via phone or text to meet potential buyers at the appropriate unit.

31.8. Furniture and Equipment

- Realtors may not bring personal chairs, tables, or other furnishings onto the property.

31.9. Inquiries

- All realtor inquiries must be directed to **Condo Management**.
- Residents and attendants are not to be questioned regarding the property during showings.

31.10. Private Showings

- Private showings may occur at any time and on any day.
- The realtor must arrive at the property **before the client** and must register with the property attendant upon arrival.

31.11. Non-Listing Agent Showings

- If a non-listing agent is showing the property, the **listing agent must notify the front desk in advance**, providing the showing agent's name and contact information.
- The non-listing agent must also register at the front desk upon arrival.
- The CSKC attendant will provide agents with a copy of these rules and regulations.

31.12. Owner Responsibility and Enforcement

- Unit owners are **responsible for the actions of their realtors and assistants** while on the property.
 - Failure to comply with these rules may result in:
 1. **Fines** assessed against the unit owner
 2. **Legal action** against the unit owner
 3. The realtor being subject to **removal or trespass** from the property
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32. Renovations to Units

32.1 Plans must be submitted for Board approval.

32.2 Contractors must be licensed, insured, and permitted.

32.3 Flooring must include soundproof underlayment.

32.4 Windows/sliders must meet hurricane codes, bronze exterior, and match existing shutters.

32.5 \$500 refundable deposit required.

33. Security

33.1 All exterior doors and gates must remain closed and locked.

33.2 Residents must not permit strangers to enter the building.

33.3 Suspicious activity must be reported to management or attendants.

34. Shopping Carts

- 34.1 Return carts promptly after use.
 - 34.2 Carts may not be stored in units or used by contractors.
 - 34.3 Association staff are not responsible for returning carts.
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35. Signage

- 35.1 Signs of any kind are prohibited on property, in vehicles, or inside units visible to the exterior.
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36. Smoking

- 36.1 Smoking permitted only inside units and in designated outdoor areas.
 - 36.2 Cigarette butts must not be discarded on property.
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37. Staff

- 37.1 Staff have defined duties and should not be asked to perform tasks outside their responsibilities.
 - 37.2 Special requests must go through management.
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38. Storage Lockers

- 38.1 Each unit has one assigned storage bin.
 - 38.2 Combustibles prohibited.
 - 38.3 Oversized items may be stored only with prior management approval.
 - 38.4 Items left outside bins without approval will be discarded.
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39. Terrace Enclosures

- 39.1 Written approval is required to enclose terraces.
 - 39.2 Specifications must be submitted to management for review.
 - 39.3 Installation and maintenance are the owner's responsibility.
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40. Trash & Rubbish

- 40.1 Dumpsters are provided in the garage for resident use.
 - 40.2 All food waste must be double bagged.
 - 40.3 Boxes must be flattened.
 - 40.4 Grease/fats are prohibited in plumbing.
 - 40.5 Contractors must remove their own materials.
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41. Unit Maintenance

41.1 **Owner Responsibility:** Unit owners are solely responsible for the proper maintenance and upkeep of their units, including appliances, plumbing, and HVAC systems.

41.2 **Appliance & Connection Inspections:** Owners must regularly inspect all appliances and their related hoses, drain lines, drain pans, and connections—including, without limitation, clothes washers, dryers and ducts, refrigerators, air conditioning units, and water heaters. All components must be maintained in good working order to prevent leaks, spills, clogs, backups, or other incidents that may cause damage to the unit or the common elements.

41.3 **Water Shut-Off Requirement:** The main water shut-off valve (located near the water heater) must be closed whenever a unit is vacant for more than forty-eight (48) hours.

41.4 **Humidity Control:** Owners must maintain indoor humidity between 40–60% to prevent mold and other damage.

41.5 **Required Preventive Maintenance:** Owners are required to perform annual pest control service and dryer vent cleaning.

41.6 **Liability for Damage:** Owners are financially responsible for any damage to their unit, other units, or the common elements resulting from negligence, including but not limited to water leaks or failure to maintain equipment.

42. Water Heater and Toilet Flange Policy

42.1 Recommended Maintenance: Owners are strongly encouraged to replace water heaters every 10 years, 25 years for tankless water heaters and routinely inspect toilets and faucets for leaks to prevent damage to their units and the common elements.

42.2 Annual Inspections: Association maintenance personnel shall conduct annual inspections of all water heaters and toilets in each unit.

42.3 Follow-Up Inspections: If any issues are identified during the annual inspection, the Board shall engage a licensed contractor or plumber to perform follow-up inspections. The contractor shall provide a written report detailing findings for each affected unit.

42.4 Replacement Requirement: If the contractor determines that a water heater requires replacement, the unit owner shall complete the replacement within a timeframe specified by the Board 60 days.

42.5 Enforcement: Failure to comply with the replacement requirement within the specified timeframe may result in legal action by the Association to compel compliance. The unit owner shall also be responsible for any damage to common elements or other units caused by failure to maintain or replace the water heater.

42.6 Common Expense: The cost of annual inspections shall be considered a common expense of the Association.

43. Use of Units

43.1 Maximum occupancy: 2 persons per bedroom.

43.2 Commercial businesses prohibited.

43.3 Balconies may not be used for hanging clothes or storage.

43.4 Children must be always supervised.

43.5 No loitering or playing in common areas.

43.6 Owners must not disturb neighbors with unreasonable noise.

44. Vacating Units

44.1 Owners and tenants must follow Association's **Vacating Procedures Checklist**, available from management.

45. Hours of Operation

- Pool/Spa: Dawn–Dusk, daily
 - Moving In/Out: 8:00 AM–6:00 PM, Mon–Sat
 - Construction: 8:00 AM–6:00 PM, Mon–Fri (soft work Sat/holidays)
 - Exercise Room: 24/7
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46. Deposits & Fees

- \$300 refundable deposit – Club Room/Pool Deck Rental
 - \$500 refundable deposit – Move-In/Move-Out
 - \$500 refundable deposit – Renovations/MEP work
 - \$100 non-refundable fee – Lease/Rental Applicant
 - \$25 per replacement key
 - Copy/fax services – nominal charge
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47. Collection Policy

- 47.1 If any assessment is not paid within the grace period of 20 days a notice is to be sent to the delinquent owner, advising the payment has not been received and if applicable, that a late fee \$25.00 and interest, if applicable, has been added to the account. They are given notice that if the account is not brought current within 30 days of the date of notice, a second notice, "Notice of intent to Lien" will be sent and an additional fee of \$50.00 plus certified mailing costs will be assessed to their account. **Account Balances over 60 days. Will be assessed applicable interest of 18% APR.**
- 47.2 If the account has not been brought current by the next month, the owner will be sent a letter via certified & regular mail, advising that if **payment in full is not received within 45** days of the date of the "Notice of Intent to Lien", additional costs will be incurred if it becomes necessary to turn over to the Association's attorney for collection, which includes interest, costs and attorney fees. The account is charged for the process fee and certified mailing costs. The Board may authorize a lien will be filed against the property.
- 47.3 Once the homeowner is turned over for legal collections, a lien is filed. The attorney will notify the owner that in the event the account is not brought current within the 45-day time limit provided, the Association can move forward with a lien foreclosure. The homeowner will also be billed for all costs, delinquent interest and attorneys' fees in connection with the collection of the delinquent fees.

- 47.4 The Board of Directors should receive notice from their legal counsel advising the Board as to the amount of the outstanding mortgage on the property, options which exist for foreclosure of the lien or other remedies to collect the amount due. The attorney in those cases where it appears that there is clear equity in the property could recommended collection of rental income or foreclosure. The Board will then consider whether to initiate foreclosure proceedings on a case-by-case basis, and notify the management company of their decision, who will then notify the attorney.
- 47.5 Assessment generated per Community Documents
- 47.6 Late fee assessed \$25.00
- 47.7 First reminder notice mailed after grace period elapsed of 20 days allowing 30 days from the date of the notice to pay amount owed.
- 47.8 After initial 30-day period a second notice, "Notice of Intent to Lien" will be sent certified mail per FL Statute allowing 45 days from the date of the second notice to pay amounts owe.
- 47.9 After the 45 day "Intent to Lien" notice has been received and no action by the homeowner has been taken a payment ledger will be forwarded to Manager/Board for authorization to submit the account to the Association's attorney to proceed with collection including the filing of a lien on the property
- 47.10 The attorney will notify Board for authorization to foreclose (45 days after lien filed) or other action which may be warranted.
- 47.11 **Account balances over 60 days due will be assessed applicable interest of 18% APR.**
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