

# **Rules and Regulations**

**Modified September 2015**

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## **I. Introduction.**

### **A. Preamble.**

The following Regulations have been adopted for the benefit of all unit owners. In addition, the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association set forth the rights and obligations of all unit owners.

### **B. Definitions.**

1. Adult. An “Adult” is any person eighteen (18) years of age or older.
2. Family. A family means the owner of any unit, spouse, their respective adult children, grandchildren, parents, grandparents, sons-in-law and daughters-in law.
3. Occupy. Occupy means staying at least one night in a unit or first floor guest room.
4. Guest. A guest is any person who, at owner or lessee’s family direct or implied invitation, is occupying any part of a unit or, if an owner’s guest or guest of a long-term lessee is occupying a first floor guest room.
5. Long-term Lease. A lease of a unit for a period of one year.
6. SCA. Solamar Condominium Association.
7. Visitor. A visitor is any person not a member of an owner’s or lessee’s family, who at an owner’s or lessee’s family direct or implied invitation, is visiting a unit for social reasons but is not an occupant.

### **C. Enforcement of Rules.**

The Board of Directors has designated the Manager responsible for the enforcement of these Regulations. If necessary, corrective action is beyond the scope of the Manager’s duties, he/she shall refer such action and complaints to the Board of Directors.

## **II. Occupancy of Units**

### **A. Who May Occupy a Unit.**

1. Owner family.
2. Occupancy in Absence of Owner.
  - a) If the unit has not been leased, any one person, spouse and children not included in the definition of “family” but who is related to the unit owner i.e., brother, sister, aunt, uncle or cousin, may occupy the unit for a period not to exceed thirty (30) days in any one stay, limited to four (4) times per year with a maximum of sixty (60) days total.
  - b) Exceptions - upon prior written application by the unit owner, the board of Directors at its discretion may make such limited exceptions to the above as they deem appropriate for the sole purpose of avoiding undue hardship or inequity.
3. Leases.
  - a) Frequency of Leasing - No unit may be leased more often than two (2) times in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs.
  - b) No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted unless pre-approved by the Board. No subleasing or assignment of lease rights by the lessee is allowed.
4. Occupancy during Lease Term.

No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom. A two-bedroom unit is permitted four (4) persons and a three bedroom unit is permitted six (6) persons.

5. **Occupancy in Absence of Lessee.**

If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have guests subject to all the restrictions above. If the lessee and all of the family members mentioned in the forgoing sentence are absent, no other person may occupy the unit.

6. **Guests.**

Guests of Owners not included within the above are permitted only one (1) family occupancy in the unit owner's absence and then only with the proviso that the family consists of no more than four (4) persons. Such guests may stay only one (1) week and the total number of occasions for this type of guest occupancy in any unit shall be limited to two (2) in each calendar year.

**B. Registration.**

For safety and security reasons, all owners and lessees, not regularly in occupancy, their family members, guests and visitors not accompanied by owners and owner or lessee family members must register at the Security Desk upon arrival. Furthermore, the Security Office must be promptly notified of their departure.

**III. General Conduct and Housekeeping.**

- A.** Children are not to play in the atrium hallways, stairways or lobby and must not interfere with the operation of the elevators. Children under ten (10) years of age are not permitted to use the elevators without a responsible adult being present in the elevator.

**B. Balconies.**

No bathing suits, towels or clothing shall be hung on or from the balconies. No mops shall be shaken from the balconies or windows.

Lanai furniture must be removed by the unit owner or his agent from the lanai whenever the unit owner leaves Naples for more than 48 hours.

The Association will not be held responsible for any damage caused by unit owners' personal property falling from the lanais.

The Association takes no responsibility for removing personal items from the unit owners' lanais.

No television, radio, stereo or speaker shall be placed on the balconies. Owners or occupants shall not allow anything to be thrown or fall from the windows, balconies or atrium.

**C. Hallways.**

No sweepings or other substances shall be permitted to escape to the exterior of the building or atrium. Unit entry doors shall not be left open to ventilate the unit or to permit kitchen odors to escape into the hallways.

**D. Garbage, Waste Material and Recyclables.**

The garbage disposal facility in each unit's kitchen must be used for soft garbage.

The following materials should be carried to the first-floor trash room via the service elevator (and NOT sent down the trash chute, bagged or otherwise):

1. Newspapers.
2. Rinsed metal cans.
3. Rinsed glass objects.
4. Cartons, bulky wrapping and packing materials, and discarded household items.
5. Any kind of liquids: water, oils, paints etc.

Heavy-duty plastic bags, tied securely, must be used for the disposal of all other forms of dry waste to be placed in the trash chute.

Use of the trash chute is limited to the hours of 7:00 a.m. to 10:00 p.m.

No refuse of any kind should be left in any trash chute room.

**E. Storage of Volatile or Flammable Liquids.**

The storage of volatile or flammable materials exuding fumes, such as paint thinners, paint removers, and oil-based paints or lacquers in any unit, its air conditioning unit compartment, its hallway atrium and first floor storage compartments is prohibited.

**F. Pets.**

1. Lessees, guests or visitors may not bring a pet into the building.
2. A pet shall be carried at all times, if possible, while in the common areas of the building, and shall be transported from floor to floor on the service elevator. No pets will be permitted entry through the front door.
3. Pet owners need to be sensitive to those other owners with either animal allergies or fear of animals and avoid entering the elevator when those individuals are present. Likewise, unit owners with fears or allergies of dogs should avoid the rear service elevator and use the front elevators where pets are forbidden.
4. Pets may be walked across Solamar property to gain access to the sidewalk on the east side of Gulf Shore Boulevard but must be restrained from urinating and/or defecating on Solamar grounds. All animal waste must immediately be picked up by the pet walker.
5. A pet may not be walked in the Commons "V" area (the area between Solamar and the beach walk which is jointly owned by the unit owners of Solamar and the other bordering properties).
6. Pets are not permitted in the shopping carts at any time.
7. No unit owner shall have more than one (1) cat or one (1) dog, not to exceed thirty (30) pounds. Birds and fish are permitted.

**G. Parking.**

1. Each garage parking space may be used only by the owner thereof or by a lessee and shall be used only for the parking of automobiles. Vehicles improperly parked will be towed away at the expense of the owner of the unit doing or permitting such act and/or the owner of the vehicle.



2. Residents leaving vehicles either in the garage or parking area on the south side of the building, and who are absent for more than a week at a time, must leave a set of vehicle door and ignition keys with the Manager's Office so the vehicle can be moved if necessary.
3. Boats, boat trailers, trucks (other than pickup trucks with non-commercial license plates), large vans and motor homes are not permitted to be parked overnight anywhere on Solamar premises.
4. Parking at the front entrance is limited to passenger and luggage loading and unloading and is not permitted for prolonged periods. Service trucks must park across the street in the lot by the bay.
5. All cars owned by the unit owners or long-term renters are to have a Solamar parking registration sticker attached to the bottom left corner of the windshield. The sticker number shall be registered at the office.
6. Leasing indoor garage parking spots will be limited to Solamar residents (owners or renters for the duration of their lease) and staff. For security reasons, and to maintain controlled access to the building, no outside parties will be allowed to lease indoor garage parking spots in the Solamar. (Amended 2/21/2017)

**H. Unit Pass Keys.**

The Manager's Office and/or officers of the Association shall retain pass keys for all locks to each unit premises, including storage locker and air conditioner compartments, for emergency use by the Association.

**I. Owner of Leased Unit Use of Facilities.**

To prevent overtaxing of the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease.

**J. Non-Smoking in Common Areas.**

All common areas are smoke free (including e-cigarettes amended 1-19-2016) by vote of the owners as recorded 4-21-2009 and restated within the SCA Declaration of Condominium.

## **K. Exercise Equipment in Units**

In the interest of preventing noise/vibrations caused by exercise/fitness equipment from disturbing residents in neighboring units, Owners are required to submit proposals for any such equipment to the Board for approval on a case by case basis." (Amended on December 8, 2020)

## **IV. Rental of Guest Suites.**

1. Only Unit Owners/Long-term Lessees may reserve a Guest Room, and they must be in residence while the Guest Room is in use by their guests. Unit Owners/Long-term Lessees are responsible for making sure that their guests are familiar with the Solamar Rules and Regulations. Unit Owners/Long-term Lessees are fully financially responsible for any damage or missing items attributable to their guests.
2. Guest Room check-in time is 3:00 p.m., check-out time is 12:00 p.m. (noon). Each Guest Room is limited to a maximum of four (4) occupants, at least one of whom must be 18 or older. Guest Rooms are cleaned only prior to check-in and after check-out. The daily upkeep of the Guest Rooms is the responsibility of the guests during their stay. No smoking allowed. No pets allowed.
3. The daily Guest Room fee is subject to change at any time on not less than thirty (30) days' notice by the Board of Directors. Please ask the Concierge Desk for the current rate when making the reservation.
4. The Guest Room fees for the entire requested reservation period are payable in full by the Unit Owner/Long-term Lessee at the time the reservation is made. If cancellation is requested more than thirty (30) days prior to the check-in date: full refund; if requested less than or equal to thirty (30) days but more than fifteen (15) days prior to the check-in date: 50% refund; if requested less than or equal to fifteen (15) days prior to the check-in date: no refund; exceptions may be granted on rare occasions and under extraordinary circumstances only, at the sole discretion of the Board of Directors.
5. Guest Room reservation requests for the upcoming December 1 - May 1 season shall be made no sooner than September 1 prior to that season. Exceptions: see Paragraph 6 below.

During the upcoming December 1 - May 1 season, Guest Rooms may only be reserved for a maximum of seven (7) consecutive days. Extensions will be granted on a "stand-by", one day at a time, basis only. Priority will, however, be given to a different Owner's/Long-Term Lessee's request for the Guest Room, as long as such a request is made no later than 48 hours prior to the current guest's latest check-out time.

- 6.** Reservation requests for the upcoming Christmas, New Year and the 2 Easter Holiday weeks (see definitions thereof below) shall be handled via a lottery system. Reservation requests for the upcoming Christmas and New Year Holiday weeks must be submitted to the Management Office no later than September 1 prior to that season, and the corresponding lottery shall be held during that September's Board meeting. Reservation requests for the upcoming 2 Easter Holiday weeks must be submitted to the Management Office no later than January 1 prior to Easter, and the corresponding lottery shall be held during that January's Board meeting.

Definitions:

Christmas Week: Dec 20 through 26, with check-out at 12 p.m. (noon) on Dec 27; New Year's Week: Dec 27 through Jan 2, with check-out at 12 p.m. (noon) on Jan 3; Easter Week I: Saturday to Saturday, with check-out at 12 p.m. (noon) on the Saturday prior to Easter Sunday; Easter Week II: Saturday to Saturday, with check-in at 3 p.m. on the Saturday prior to Easter Sunday.

The Christmas, New Year's, Easter Week I and Easter Week II lotteries shall be structured such that:

- A.** No Unit Owner/Long-term Lessee ends up winning more than one such lottery in any given Dec 1 – May 1 season.
- B.** If the winners of any of said lotteries cancel their reservations, the Guest Rooms in question shall be made available to the 1st, and then 2nd, and then 3rd, etc. "runners-up" of the particular lottery in question.
- C.** If no such "runners-up" are available/ interested, the Guest Rooms in question shall be made available to any owner on a first-come-first-served basis.

The Management Office shall maintain a continuously up to date (i.e. as of the end of each business day) Guest Room reservations calendar,

which shall be made available (either in hard copy form or via email) to any Unit Owner/Long-term Lessee upon request.

## **V. Use of Amenities.**

### **IMPORTANT NOTE:**

**The amenities listed in this section are for the sole use and enjoyment of Unit Owners/ Lessees and their Guests (as defined in the Solamar Declaration of Condominium). All others may use the amenities ONLY if the associated Unit Owners, Lessees or their Guests are in residence.** (Amended on February 18, 2020)

#### **A. Pool and Spa.**

1. The pool and spa may be used only between 8:00 a.m. and dusk each day.
2. Pool use is limited to the families of owners and lessees, their guests and visitors. **Please see Important Note above.**
3. No more than thirteen (13) persons may be in the pool at any one time.
4. Children in diapers must wear diapers designed for pool use, e.g. “Pampers Splashers”. Children in conventional diapers are not permitted in the pool under any circumstances.
5. Children under twelve (12) years of age are not permitted in the spa. Children under twelve (12) using the pool must have an adult supervisor present.
6. Maximum occupancy for the spa is five (5) people. Maximum use 15 minutes.
7. Horseplay, jumping or diving in the pool and running on the pool deck are prohibited. No full body rafts or floats are permitted in the pool. Chaises and chairs may not be reserved.
8. No pets or glass are permitted in the pool deck area. No food or drink is permitted within 4 feet of the pool coping.
9. Playing radios (or any personal electronic devices) without earphones, musical instruments, or shouting is not permitted.

10. All persons shall shower before entering the pool or spa; all suntan oils, creams and lotions applied to the body must be removed.
11. All persons must be properly attired when in the building going to and from the pool and beach areas. A cover-up shirt or beach coat and foot covering are mandatory for all persons in any common area (such as the building lobby and atrium hallways) other than the pool area.
12. Persons in pool attire must use the service elevator when going to and from the pool area and must have dried themselves before reentering the building. Dripping bathing suits and footwear create slippery flooring in the building and can lead to serious injury.
13. As a safety measure, it is requested that no person use the pool without another adult being present at all times. No lifeguard on duty.
14. Residents must cover pool chairs with towels to protect them from suntan oils, creams and lotions.
15. Gate to beach area must be locked at all times.
16. No diving.

**B. Fitness Room, Billiards Room and Sauna.**

1. All persons using these facilities do so at their own risk.
2. Users must turn off the light and return A/C to 75 degrees when they leave the room.
3. Children under 15 are not allowed to use Fitness Room. Children between the ages of 15 and 17 must be accompanied by an adult. Children under 15 are not allowed in Billiard Room without an adult present.
4. Fitness Room hours will be from 5:30 a.m. until 11:00 p.m.
5. Users must wipe down equipment after each use and remove all personal items when they leave the rooms. All equipment must be returned to original placement. No food or drink shall be placed on game tables.

5. Aerobics videotapes are not to be taken from the room.
6. Sauna facilities may be used by children age thirteen (13) to seventeen (17) only when accompanied by a parent or responsible adult. Children under thirteen (13) are not permitted to use the sauna (Solamar insurance policy stipulation). It is necessary to notify security both before and after using the sauna.
7. Any damaged equipment should be reported to the concierge.

**C. Social Room.**

1. SCA social functions for the benefit of all owners and long-term lessees have priority over individually sponsored parties. This priority must be exercised by a reservation on behalf of the Association made with the Manager's Office at least thirty (30) days in advance of the proposed function. Reservations for Non-Association social functions must be made with the Security Office or by web site by unit owners or long-term lessees; approval will be granted on first request basis. At the time of reservation, the date and time requested, facilities desired, the number of guests and name of the responsible Solamar host shall be provided. The room shall not be reserved for more than one (1) day and a refundable deposit of \$50 is required. Parties reserving facilities for social events are responsible for their return in a clean and orderly state. Facilities must be restored to order by 12:00 noon the day after the event to receive a refund of the \$50 deposit. If, in the opinion of the Manager's Office, the facilities have not been properly cleaned, the Manager or the Board of Directors may have them cleaned and assess a reasonable charge against the person making the reservation or sponsoring the event. The guest list shall be provided in advance to the Manager's Office or to the Security Office to facilitate guest or visitor entry.
2. Caterers must use the service entrance and the service elevator.
3. No one under the age of sixteen (16) years may be permitted in the social room without a responsible adult being present at all times.

**D. Club Room.**

No one under sixteen (16) years of age may use the Club Room without a responsible adult being present at all times.

**E. Recreation Deck.**

1. The tennis court is available for play from 8:00 a.m. to sundown daily. Proper tennis attire and tennis shoes must be worn on the tennis court.
2. No one under sixteen (16) years of age may use the Recreation Deck without a responsible adult being present at all times. Court reservations may be made with Security. These reservations have priority under all circumstances. Court time is limited to 1½ hours if others are waiting.
3. Shuffleboard implements must be checked out and returned to the Security Office.

**F. Pavilion (Grill Area).**

1. Pavilion (Grill) area will close at 10:00 p.m. on Sunday-Thursday and at 11:00 p.m. on Friday and Saturday.
2. Unit owners must clean both grill and eating areas immediately after use to provide clean facilities for the next user.

**G. Elevators and Carts.**

1. Owner and lessee families and their guests are to use the service elevator when using grocery or luggage carts or when transporting luggage, bulky repair and decoration materials, tools and similar items.
2. Grocery and luggage carts are provided to assist owners' and lessees' families and their guests in transporting items. Carts must be returned to their proper storage area immediately after use to be available to others. The carts with a red stripe on it are to be returned to the upper level garage and those with a green stripe should be returned to the lower level. Carts may not be taken off SCA property.

3. All service and delivery personnel are required to use the service elevator.

## **VI. Safety of the Building.**

- A. For the comfort and safety of all unit occupants, no cooking, barbecues or open flames of any sort are permitted on any unit balcony.

### **B. Heat (fire) Alarms, Smoke Alarms and Fire Extinguishers.**

1. A heat (fire) alarm and smoke detector are provided at east and west ends of each floor as well as at other locations in the main building and garage. There is also an ABC type fire extinguisher at both the east and west ends of each occupancy floor. There is a fireproof stairwell located at the east and west ends of each floor and all occupants and visitors should learn their location so that they can find these stairs and use them even in the dark.
2. In case of fire, immediately pull the handle on the red alarm box that is located next to the door of each of the stairwells in the atrium hallway on each occupied floor. Phone the fire department from your unit by calling 911 and give the complete address of the building and the location of the fire. While the Security Office will also call the fire department, do not assume that they or someone else will make the first call.
3. The fire alarm is a loud horn preceded by voice announcement. The phones in the elevators connect directly to the Security Office and are for emergency use only.
4. There are heat and smoke detectors installed in each unit. The heat detectors are wired to the fire alarm system while the smoke detectors sound an alarm only in the unit. Unit owners are responsible for maintaining batteries in their respective smoke detectors for those models requiring batteries.
5. Turning off air conditioning equipment will prevent the diffusion of smoke, heat and gases throughout the unit. Closing of all doors pending arrival of the Fire Department will help confine a fire.



6. If electrical equipment or appliances are involved, circuits can be cut off at the circuit breaker box in your unit.
7. Whether or not you are directly involved, do not ignore the fire alarm when it sounds. Comply with the orders as received by loudspeaker. If ordered, walk to the nearest stairwell and descend to the fire door exit on the ground floor. Do not panic!
  - a) Do not attempt to use the elevators in the event of fire or the sounding of the fire alarm. The Security Office maintains a list of any person who may need assistance, which will be made available to the Fire Department.
  - b) Fire extinguishers are provided on each floor for use by the occupants. Caution should be exercised in operating such equipment. Your principal concerns in any fire event are to give warning to others through use of the red alarm box and to make the 911 emergency calls.
8. The fire extinguisher is appropriately used against both electrical and kitchen type fires as its contents smother flames and do not act as a conductor of electricity. However, one must exercise good judgment in using such equipment in preference to immediately vacating the unit. All occupants of the building are strongly urged to read and familiarize themselves with the instructions for use of the fire extinguishers, which appear on the equipment nearest their unit.

**C. Solicitations and Sales.**

1. There shall be no solicitation by any person anywhere in the building for any cause, charity or any purpose whatsoever, unless specifically authorized in advance by the SCA's Board of Directors.
2. No public sales are to be held on the premises.
3. Building employees are not allowed to solicit and shall not be offered any compensation for providing any information regarding either rentals or sales in the building.

**D. Roof.**

Unit owners and their guests must stay off the roof.

## **VII. Security Desk.**

### **A. Assistance from Security Personnel.**

Occupants shall not request or accept assistance from Security personnel that involves the latter's absence from the security desk and building entrance lobby area.

### **B. Distraction of Security Personnel.**

Occupants shall not distract security personnel when the latter are verifying the propriety of entrance to the building by service personnel or any other person.

### **C. Security Rounds.**

Occupants shall not hinder or delay security personnel from conducting their required rounds of inspection or investigation or any security matter.

## **VIII. Use of Contractors and Service Personnel.**

### **A. Remodeling & Renovation - Use of Licensed and Insured Contractors.**

Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to any person's property not paid by the contractor's insurance. Unit owner must fill out proper application form for any remodeling to his unit; the Board of Directors must approve the application before remodel can begin. Other than in an emergency situation, no work requiring use of hammers, chisels and/or power tools likely to produce noise easily heard outside the unit is permitted during the period from **December 1 through March 31**; quiet work, i.e. painting, hanging wallpaper, and replacing carpet is allowed (Amended on 1/15/2019)

**B. Deliveries and Services.**

1. All services and delivery personnel must park in the lot across Gulf Shore Boulevard and promptly report their identity and that of their customer to the Security Office. The Security Office shall issue a permit to such personnel only after determining that the customer is present to receive the service or delivery.
2. After receipt of a permit, such personnel shall use only the service entrance in the performance of their duties. All services and deliveries above the first floor shall be provided solely via the service elevator. Upon completion of their duties, service and delivery personnel shall return their permits to the Security Office.
3. Association employees and unit occupants shall help maintain proper security by insisting that persons providing them with services display their permits upon arrival, by directing them to return the permits to the Security Office on departure and by telephoning such Office advising that the service or delivery is complete.
4. No outside service personnel (other than cleaning services allowed on Saturdays) shall be permitted to work in any unit on Saturday, Sunday or any holiday. No deliveries shall be made on such days (except by prior request to the Manager's Office so that a delivery by a long-distance mover may be made on those days) or on any day prior to 8:00 a.m. or after 5:00 p.m. Emergency work including air conditioning, internet, T.V. and appliance repair personnel will be permitted on Saturdays, Sundays and holidays.

**C. Association Employees, Contractors and Agents.**

1. No Association employees, contractors or agents shall be personally directed in his or her work on the common elements of the premises or reprimanded for it by any occupant.

2. Complaints against any security, maintenance or other service or administrative personnel working on the premises must be directed to the Manager's Office.
3. SCA personnel shall not be given gratuities for their service to the Association by an owner or occupant. Any service performed by SCA personnel outside of their normal duties and hours requested by an occupant, shall be paid for by the occupant. Gratuities to SCA personnel for their work on behalf of the Association will be considered by the Board of Directors and, if given, will be done by way of a gift from the Association, representing all unit owners.