



Landmark Towers at Sand Key
 1230 Gulf Blvd. Clearwater, Florida 33767
 Office (727)596-4496

REALTOR CONDO SALE PROCEDURE

Unit # _____ Tower _____ Closing Date: _____

COPY OF LISTING CONTRACT IS REQUIRED PRIOR TO SHOWING THE UNIT.

INSTRUCTIONS: *THE BELOW FORMS MUST BE COMPLETED AND RETURNED TO LANDMARK TOWERS MANAGEMENT OFFICE ALONG WITH TRANSFER FEE OF \$150.00 PER ADULT PERSON ON THE DEED MADE PAYABLE TO LANDMARK TOWERS.

ESTOPPEL FEES: \$100.00, REQUEST FOR LESS THAN 2 DAYS TURNAROUND MAY BE SUBJECT TO AN ADDITIONAL \$50.00 FEE.

SELLERS NAME: _____

BUYERS NAME: _____

LISTING AGENT & Phone#: _____

BUYERS AGENT & Phone#: _____

SALES APPLICATIONS MUST INCLUDE:

- ***SALES CONTRACT (The LMT office will not move forward without an executed sales contract.)**
 - *APPROVED CONSENT TO SALE/ OR TRANSFER FORM
 - *Change of ownership application
 - \$100.00 Application fee
 - *Signed Rules & Regulations (last Page)
 - *Transfer Fee paid \$150.00 per adult person to:
 Landmark Towers at Sand Key
 1230 Gulf Blvd, FL 33767
 Attn.: Manager's office
 - *Copy of buyer/s Photo ID
 - *CONSENT TO SALE/ OR TRANSFER AND OTHER ABOVE FORMS MUST BE RETURNED AND HAVE (BOARD APPROVAL) BEFORE A REQUEST FOR AN ESTOPPEL IS FILLED OUT.
 - Upon closing, please forward a COPY OF THE DEED to our office so we may change our records.

Open House Rules

- 1) Notify Condo Manager of date and time.
- 2) All Open Houses are from Noon – 3PM on Saturday, weekdays Noon – 5PM.
- 3) Realtors can only place two Open House signs in the front of the property.
- 4) Photo ID is required from anyone visiting the open house. If they do not want to give us this information, will not be allowed on property
- 5) Realtor's phone number must be left with security.
- 6) Realtor must have someone over 18 by the lobby Door to direct any clients to the unit, or the Realtor must be by the lobby door to greet potential clients.
- 7) Realtors must accompany all visitor on property at all times, at no time should a client be left to walk the property unaccompanied.
- 8) Potential owners must be parked in visitors parking along gate on the Gulf Blvd.



Landmark Towers at Sand Key

1230 Gulf Blvd. Clearwater, Florida 33767

Office (727)596-4496

THINGS YOU NEED TO KNOW ONCE YOU HAVE CLOSED:

- Please sign up for the Landmark Towers Website: landmarktowers.org once you have closed.
- You will need: Leasing if you are leasing & Guest applications, Alterations forms if you are making alterations to the unit, parking stickers, etc., can be picked up at the Management office.
- Office Hours: The Association office is open Mon-Wed-Fri from 9:00 AM until 4:00 PM and Tue-Thu from 10:00 AM until 6:00 PM, for any forms, payments, keys, or questions.
- *Please Note:* The office does not accept any cash or credit. Checks or money orders should be made out to Landmark Towers I (1230) or Tower II (1250) depending on your building.
- Cable, Wi-Fi & Water are included in your monthly assessments. Spectrum is the cable company.
- Maintenance fees are due on the 1st of each month; a late charge of \$25 is assessed on the 7th day of the month. You will receive a new maintenance coupon book for the fiscal year that commences February 1st.

SECURITY OFFICE:

Our security staff work 24/7 and they can be reached at 727-595-7169. ***(All Daily Guests, or vendors must call in to security by the owner.) (If your guests are overnight guest, please fill out a Guest form and return it to the office no later than 48hrs. in advance.)***

PARKING STICKERS: Owners are entitled to receive parking stickers for their vehicles. This will allow entry to the premises without stopping and registering with the security guards. *The car must be registered in the owner of records name to receive a parking sticker.

Stickers are available in the office free of charge. A copy of the vehicle's registration is required when the stickers are issued.

GATE REMOTE CONTROLS: You may wish to purchase a remote control for gate access if the security guard is away from his post. They are available in the office at a cost of \$27.00 Each owner may purchase a maximum of two remotes. (Please do not give out gate remotes to vendors.)

ALTERATIONS, OR IMPROVEMENTS TO UNIT: Requires board approval before any alterations. Alteration forms can be picked up in the Management office, website or emailed to you upon request. The board has 30 days to respond to any alteration requests. No work can start without board approval.

LEASES: Owners are welcome to lease their units for periods of one month (30 days) or more, all advertising **MUST** reflect (30 Day rental). The Lease Application and requirements can be picked up in the office. There is a \$100 processing fee it is required

to be paid by the owner or Realtor. The lease must be submitted at least 5 -10 days prior to lease commencement. Board approval is required. A copy of a photo ID for anyone over 18 must be attached to the forms. NO PETS.

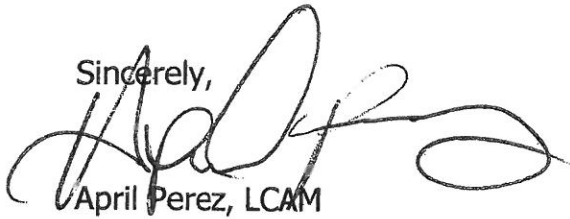
If you prefer to have a service (Realtor, VRBO, etc.) lease out your unit, please make sure you know how many people are staying in your unit and how many guests they expect. It is your responsibility to make sure they understand Landmark's rules.

**Residency: Each unit shall be used only as a single-family residence. The use of the unit must also be in compliance with the City of Clearwater, Florida zoning criteria for single-family residences.*

GUESTS: Unit owners may have non-paying family use their unit during their absence. A Guest Authorization Form is required and needs to be submitted at least 5 days prior to guest arrival. This form is given to Security so they can allow guests admittance to the property.

Please read and return the last page of the Rules & Regulations to the office signed by the new owner prior to closing. Along with Sales Contract, change of ownership form, application fee and Content to Sale form. We hope this information is helpful.

Sincerely,

A handwritten signature in black ink, appearing to read 'April Perez', with a large, stylized flourish at the end.

April Perez, LCAM

Community Association Manager

Lmtmgrl@gmail.com

Enclosures: direct deposit & new owner information form

Buyers letter.doc



Landmark Towers at Sand Key
1230 Gulf Blvd. Clearwater, Florida 33767
Office (727)596-4496 Fax (727)517-8436

CONSENT TO SELL AND OR TRANSFER OF CONDOMINIUM UNIT

Landmark Towers at Sand Key Condominium Association, Inc association hereby approves the Sale and/or transfers of the condominium unit listed below from the selling/transferring unit owner (SELLER/TRANSFEROR) to the buying/transferee unit owner (BUYER/TRANSFEREE).

Landmark Tower acknowledges the Buyers/Transferee's real property interest in the condominium unit purchase/transferred from the Seller/Transferor.

landmark towers hereby acknowledge \$150.00 per adult person payable from the buyer/ transferee of the condominium unit to landmark Towers in consideration for recognition and approval by landmarks Towards sale or transfer of ownership in the condominium unit.

Landmark Towers hereby acknowledges that the condominium units sold from seller/transferor to Buyer/Transferee conveys to Buyer/Transferee all common elements and limited common elements appurtenant to the unit. Landmark Towers hereby acknowledges the Buyer/Transferee's undivided interest in the common elements and limited common elements appurtenant to the unit. *This recognition by Landmark Towers does not warrant, guarantee insure or certify title or ownership in the common elements and limited common elements appurtenance to the unit.* The sole purpose of this "Consent to Sale or Transfer of Condominium Unit" is for Landmark Towers to maintain records of undersigned condominium unit owners of Landmark Towers.

Tower: _____ **Condominium Unit:** _____

Seller/ Transferor: _____

Buyer/Transferee: _____

Pursuant to the declaration of condominium of Landmark Towers, and according to the records of the association, the above condominium unit has exclusive use of parking space, storage locker and the terrace/balcony listed below. This document does not modify or alter the Declarations of Condominium of Landmark Towers and should be construed in conjunction with the Declaration of condominium Landmark Towers an any other transactions affecting the unit and the limited common elements appurtenant hereto.

Buyer /Transferee hereby agrees to use only:

Parking Space# _____ **Storage Locker#** _____

The approval of Landmark Towers is contingent upon the Buyer/Transferee providing to the association a copy of the Deed/Title showing the Buyer/Transferee together with a current mailing address and telephone number. Furthermore, the approval of Landmark Towers is contingent upon receipt and acknowledgment by the Buyer/Transferee of the association declarations Bylaws, Rules, Regulations, and obligations and on the completion and remittance of proper sale approval form, accompanied by \$100.00 application fee and copy of contract. It is further contingent upon Seller/Transfer financial obligation to the association including, but not limited to, maintenance fees, assessments, liens, late charges, legal fees, fines, etc. are to be paid in full through the date of closing on the community unit.

Approved By: _____

Title: _____ **Date:** _____

Signature of Witness: _____ **Date:** _____

Printed name of witness: _____

LANDMARK TOWERS AT SAND KEY CONDOMINIUM ASSOCIATION, INC., CHANGE OF OWNERSHIP APPLICATION

SELLER _____ CLOSING DATE _____ TOWER _____ UNIT _____

INSTRUCTIONS: This form must be completed and returned to Landmark Towers management office not less than ten (10) days in advance of any sale together with a copy of the SALE'S CONTRACT and an APPLICATION FEE OF \$100.00 made payable to Landmark Towers. Upon closing, please forward a COPY OF THE DEED to our office so we may change our records.

BUYER'S _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL _____ PHONE _____

SPOUSE'S _____ PHONE _____

EMAIL: _____

NAMES OF PEOPLE WHO WILL OCCUPY UNIT: ADULTS _____
CHILDREN: _____

We will be full-time residents _____ Occasional/Seasonal residents _____

Plan to rent unit full-time _____ or part-time _____

We understand we cannot lease the unit for less than thirty (30) days.

PET: Type _____ Weight at maturity _____ (Only one pet under 20 lbs allowed).

AUTO(S): Make _____ Model _____ Year _____ Color _____ License # _____

Make _____ Model _____ Year _____ Color _____ License # _____

BUYER'S STATEMENT: I represent that the above information is accurate and true and consent to further inquiry concerning the information. I have read and understand the Rules & Regulations, By-Laws, the Declaration of Condominium as well as the Articles of Incorporation and Amendments of the above-named Association and agree to abide by the provisions therein.

Signature of Buyer Date

Signature of Buyer Date

Truist Association Pay (ACH) Authorization

Truist Association Services Phone: 727-549-1202 or Toll Free Phone: 888-722-6669
Toll Free Fax: 866-297-8932 Email Address: ASDAutopay@Truist.com

Sign up to automatically pay your association payment from your checking or savings account at any U.S. financial institution. We are unable to accept authorizations for accounts located outside of the United States.

Enroll online through the 25th of the month to be effective for the next debit month by visiting Truist.com/Payments. If your association is not set up for online enrollment, complete the authorization form below. Complete a separate authorization form for each payment obligation.

To enroll by U.S. mail - Complete the authorization form below and attach a voided check. Mail form to Truist Association Services, P.O. Box 2914 Largo, FL 33779-2914. Continue to make your payments until you are notified by the bank when your automatic payment will start.

Association Pay Terms and Conditions:

- You are enrolling in Association Pay to authorize recurring payments through electronic funds transfers by ACH debit entries.
- **When your payment is due, your account is debited automatically on the 3rd of the month. If the 3rd is on a weekend or holiday, your account is debited the next business day.**
- Payments will appear as **your full or abbreviated Association Name** on your bank statement.

Paper authorizations must be received by the 20th of the month to be effective for the next debit month. If the 20th falls on a weekend or holiday, the deadline is the last business day prior to the 20th. This Authorization will remain in effect until Truist receives written notice from you or your association or its management company to cancel or change it. You hereby authorize Truist to accept changes in amounts or account information or cancellation of this Authorization from the association or its management company. Notice from you must be in writing and sent to the address referenced below or faxed to Truist Toll Free Fax: 866-297-8932. Notice must be received by Truist on or before the 27th of the month to be effective for the next debit date. When the 27th of the month falls on a weekend or holiday, the deadline is the last business day prior to the 27th. Some exceptions apply; visit Truist.com/Payments to view the Association Pay deadline calendar. You may print a Cancel or Change Request for Association Pay from the Truist Online Payment System or online at Truist.com/Payments. All payments initiated for debit are subject to acceptance by the designated financial institution. All ACH transactions authorized herein must comply with applicable U.S. law. Your completion of this authorization form indicates your agreement to be bound by the NACHA Operating Rules. For questions, contact Truist Association Services Toll Free at 888-722-6669. Doc ID# 109

Truist Bank, Member FDIC.

Keep top section for your records

Mail enrollments, cancels or changes to Association Pay: Truist Association Services – P.O. Box 2914, Largo, FL 33779-2914

Attach voided check when applicable

Association Pay (ACH) Authorization

Return bottom section

Association or Community Name: _____ Unit No. _____

Bank Account Owner Name _____ Phone _____

Mailing Address _____ City _____ State _____ Zip _____

Property Address _____ City _____ State _____ Zip _____

Bank Name _____ Bank Routing No. _____

Checking Savings Account No. _____ Check box if account to debit is a business account.

By signing this authorization, you agree to the following: 1) I have read and agree to the Terms and Conditions provided and 2) I am authorized to initiate transactions on the account provided. I authorize a) the above named association to debit/credit the account to process my association payments b) Truist to initiate electronic funds transfers by ACH debit/credit entries to the account for the purpose of processing those payments and c) the financial institution to withdraw and/or credit payments from/to my account. Doc ID# 109

SIGNED _____ DATE _____

Email _____ Effective Month for ACH to start _____

| BILL PAY ACC#: | SERIAL #: | Unit #: | FREQ: | GROUP #: |
|----------------|-----------|---------|-------|----------|
|----------------|-----------|---------|-------|----------|

Revision 10/2021

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

Condominium living offers many advantages, but it does require residents to adjust to many differences and to assume new responsibilities. The purpose of these rules and regulations is to strive to build a pleasant and harmonious atmosphere for owners, lessees, and guests. We hope that this will help you live comfortably in the condominium environment.

Table of Contents

I. Units

1. Use of the Unit
2. Alterations to the unit
3. Leasing: Having Guests, Family Guests, and Special Entry
4. Move in/move out
5. Trash disposal
6. Shopping Unoccupied for extended period
7. Monthly maintenance assessments
8. Sales
9. Keys & Access to Units
10. Emergency contact information

II. Recreation Facilities

12. General
13. Shuffleboard
14. Grills
15. Tennis in LMT1 & LMT2, courts Pickle Ball in LMT2.
16. Pools & Hot Tubs
17. Landmark Towers II Recreation deck
18. Bicycles, skateboards, roller skates/blades, scooters, canoes, kayaks, and paddleboards

III. Common Areas

19. Motor Vehicles
20. Terraces, Balconies, & Walkways
21. Advertising Displays
22. Obstructions
23. Alterations to Common Areas
24. Destruction of property

IV. Miscellaneous

25. Pets
26. Visitors & Trades People
27. Complaint procedures
28. Rules enforcement policy
29. Supervision of Employees & Association Contractors

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

I. UNITS

1. Use of Owner's unit

A.) Residency: Each unit shall be used only as a single-family residence. The use of the unit must also be in compliance with the City of Clearwater, Florida zoning criteria for single-family residences.

B.) Businesses:

1. No unit may be used for commercial business, including but not limited to signage, regular pick up or delivery of supplies/goods; regular visitation of clients or customers; the Board of Directors have the sole discretion to decide if there is a violation.
2. Business activity may be conducted primarily through telephonic & electronic media.

C.) Noise:

1. No resident shall make or permit any disturbing noises in the unit or anywhere within the Landmark Towers complex. This includes loud use of all audio equipment & musical instruments.
2. Between the hours of 11 PM & 8 AM the volume levels shall be reduced still further, including noise made on balconies.
3. Sliding doors must be maintained so the opening & closing is not disturbing to neighboring units.
4. Chairs on non-carpeted floors must have felt pads or other noise suppressing pads so that moving them is not disturbing to residents in other units.

D.) Safety, hot water heaters and AC condensate lines:

1. No flammable, combustible, or explosive fluids, chemicals or other dangerous substances shall be kept in any unit; terrace, balcony, or storage that are not intended for household use.
2. All newly installed hot water heaters (except tankless) must have a non-corrosive pan under them. Hot water heaters must be installed by a licensed plumber.
3. AC condensate lines must be cleaned on a regular basis. Consult with your A/C service provider on the proper way and frequency to clean the line.

2. Alterations to the unit

A.) Structural changes: No structural modifications are permitted in any individual unit without the review and approval of the Board of Directors. This includes the installation of tile or hard-surface flooring, and any other alteration to the masonry walls, ceiling or floor of the unit.

B.) Unauthorized Changes: Any unauthorized change is subject to removal, after reasonable notice to the owners and/or occupants responsible for the alteration. The owner shall be responsible for all costs of restoring the property to its original condition.

C.) Trades people and/or owners working in units: All contractors, electricians, plumbers and vendors must be licensed and insured. In addition, they shall adhere to all rules and regulations of the Association, as well as all laws and codes. Each unit Owner shall assume responsibility for the actions of any persons hired by unit Owner or their tenant. Working hours, in units, for anyone including owners is from 8:00 AM to 5:00 PM Monday

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

through Friday. Residents must have prior approval from the office for single small appliance delivery on Saturdays & Sunday. No noise producing work, of any kind, may be done in units on Saturday by owners. Example of no noise would be painting.

3.) Leasing etc.: Lessees, Guests, Family Guests, Visitors, and Special Entry:

Leasing:

- A. unit may be leased for no less than one month. When leasing to renters in LMT1&2: Maximum occupancy shall be no more than two persons per bedroom plus two persons in the common area, not to exceed more than six persons total per unit at one time, whichever is less, per Pinellas County Section 138-3232 –Short Term Vacation Rentals.
 - a. Requirements to lease: No unit may be leased without registering with the Association in writing and require the following items:
 - b. Lessee Application Form - available from the manager
 - c. The Manager requests all the above at least 10 days prior to the date of the proposed lease.
 - d. Lease Agreement form signed by the unit owner and lessee
 - e. \$100.00 lease fee payable to the Association from the owner or management co.
 - f. All leases must have a copy of photo ID for everyone over 18, or the lease can be denied.
 - g. Association will approve the application in writing.
 - h. Owners in arrears with fees: A lease application in this situation may need to be approved at the discretion of the Board of Directors.
 - i. Leasing less than an entire unit will not be authorized
 - j. Lessees have all the use rights of owners, except they may not have pets
 - k. When a unit is leased, the owner gives up the right to use the common elements and recreational facilities from the first day of the beginning of the lease for one month, or for the duration of the lease, whichever is longer, in accordance with F.S. 718. 106(4). In addition, the owner's Special Entry list is suspended while the unit is leased.
 - l. The owner is responsible for all violations and damages caused by lessees and their guests and visitors. See section 28 for Rules Enforcement Policy.

A.) Guest: Defined as:

- a. Not a family member but must (personally known) to the owner when occupying a unit when the owner is not in-residence.
- b. If the owner is not in residence with their guests the owner must comply with the Maximum occupancy no more than two persons per bedroom plus two persons in the common area, not to exceed more than six persons total per unit at one time owner has not filed a lessee application form with the Association and No monetary or other form of remuneration has been received by the owner or by any agent of the owner for the use of the unit.
- c. Unit owners, approved guests must comply all Rules & Regulations.
- d. The owner must fill out a Guest Registration Form available from the manager's office if their guests are staying 24 hours or more.
- e. Guests of owners not in residence must provide a photo ID for everyone over 18 years of age.

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

- f. Guest Registration form should be sent to the Management office 5 business days prior to the arrival of the guest(s).
- g. Guests must check in with security upon arrival, receive parking permits and rules and regulations.
- h. Guests may not bring pets on to the property.
- i. Guests may not reserve recreational or common areas for parties or gatherings.
- j. Owners may not use the common elements or recreational areas while their Guest(s) are in residence unless they are Visitors of the guest.
- k. The owner is responsible for all violations and damages caused by Guests and their visitors. See Section 28 for Rules Enforcement Policy.

C.) Family Guests: Defined as a member of the owner(s) family who is not listed as a unit owner

- 1) Family Guests may occupy a unit with or without the owner present.
- 2) Have all the use rights and responsibilities as owners.
- 3) Unless they will be in residence, owners must complete a Guest Agreement form available from the manager
- 4) The completed Guest Agreement should be received by the Management office 3 business days prior to the arrival of the Family Guest. If the owner is on-site, the owner needs to inform security of their guest's arrival and guest should obtain a parking pass (no guest registration agreement form is required).
- 5) Family Guests must check in with security to get a parking permit if they have a vehicle that will be on the property overnight.
- 6) The owner is responsible for all violations and damages caused by Family Guests, their Guests and/or Visitors. See Section 28 for Rules Enforcement Policy.

D.) Visitors: Are allowed on the property when an Owner, Lessee, Guest, or Family Guest is in residence.

- 1) Owner, lessee, guest, or family guest must call the guard to provide them with the name and anticipated arrival time of the visitor.
- 2) Visitors may not have pets on the property.
- 3) Visitors must follow all rules and regulations.
- 4) The owner is responsible for any violations and damages caused by the visitor(s). See Section 28 for Rules Enforcement Policy

E.) Special Entry: Owners may fill out a Special Entry form in the Manager's office for the following:

- 1) Licensed health representatives.
- 2) Persons designated to check on a resident due to health, age or special needs.
- 3) Maid/cleaning services
- 4) Local contact checking on a unit or picking up mail.
- 5) Pest treatment services.

3. Move-in/Move-out:

A.) Moving a household of furnishings requires an application be filed in the Management office during posted business hours at least 3 days prior to the move.

B.) The hours for moves-ins, move outs or deliveries are as follows:

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

Monday – Friday 8:00 A.M.- 5:00 P.M. Must have prior approval from the office for single small appliance delivery on Saturdays or Sunday.

- C.) No move-in/out or large deliveries are permitted on legal holidays.
- D.) Miscellaneous items that do not require elevator pads may be moved at other times.
- E.) On Saturdays, single items (appliances or furniture) can be delivered with prior approval from the office.
- F.) Owners are responsible for any damages incurred during the moving or delivery process.

4. Trash Disposal:

- A.) Trash: shall be placed in plastic bags, tied, and deposited in the chute located on each residential floor.
- B.) **Recyclables:** City law requires glass, newspapers, plastics, cans & mixed paper be placed in the assigned bin(s) in the garage. Please follow recycling instructions in the recycling area and on the bins.
- C.) **Oversized trash:** Items too large for chute are to be placed directly into the dumpster. If the doors are locked, place the item at the door. Contractor debris, furniture must be removed from property by contractor or owner.
- D.) **Spills:** If a resident should accidentally spill trash, it is their responsibility to see that it is properly cleaned up and placed in the chute or dumpster.
- E.) **Items too large for the dumpster:** Owners must contact the manager and make arrangements to have these items removed by the City of Clearwater. These items may not be put out any earlier than the night before pickup.

5. Shopping Carts:

- A.) Shopping carts are provided for the convenience of residents to transport items from cars to units.
They are to be returned empty and clean, to their proper place immediately after use, not left in hallways, lobbies, or elevators. Shopping carts may NOT be left in a residential unit.

6. Units unoccupied for an extended period of time:

- A.) **Water to the unit:** All owners or lessees who will be away from the unit for 48 hours or more must turn the water off at the unit's main valve & turn off the electrical power to the hot water supply.
- B.) **Air Conditioner:** The air conditioning unit should be kept running at a temperature level not to exceed 78degrees, in order to maintain a proper humidity level during such absence, for the purpose of preventing the occurrence of mold or other toxic substances which could occur if moisture enters the unit during such times.
- C.) **Patio: Balconies and Walkways:** Residents who plan to be away from their unit for an extended period of time must remove furniture, plants and other items from the balconies and walkways. It is not the responsibility of the Association to remove items from the walkways or balconies. See Section 10 E-2 for details.
- D.) Refer to Section 19K for motor vehicle requirements during extended absence.
- E.) **Insurance Company Information**
 - 1) The 14-day rule – All association property policies have an exclusion, that if the unit is

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

unoccupied and not looked after for 14 consecutive days and the water, moisture or seepage occurs, ALL damage to the unit will fall back to the owner, including the drywall the association would replace.

2) Owner's must contact their insurance carrier and put in a claim for the water damage to the interior of their unit. Regardless of who caused the water damage.

3) The owner is responsible for the wall coverings, floor, ceiling covering (including the pipes that enter or exit your unit only) to include cabinets, appliances, flooring, etc.

In addition, if the owner takes it upon themselves to repair the damaged drywall, without notifying Management, the Board, or their insurance carrier. Then the cost of the drywall repairs will be at the owner's expense. Reference Statute 718.111

7. Monthly Maintenance Assessments:

- A.) **Payment:** Monthly maintenance fees are due to Association account by the 1st of each month
- B.) **Late fees:** If payments are not received by the 7th day of the month, a late charge of \$25.00 will be levied against the owner and shall bear interest at the maximum legal rate allowed by law.
- C.) **Fees owed:** The Board may disapprove a proposed sale of a unit if the owner is delinquent. The Association is empowered to file liens with the Clerk of the Circuit Court of Pinellas County on those units which are in arrears in payment of the monthly maintenance assessment.

8. Sales:

- A.) Selling of units shall be permitted provided the buyer provides the office with a Sales Application and a Consent to Sell form included with a \$100 Application/Estoppel fee. A \$150.00 per person on the deed Transfer fee is due at closing.

9. Keys & Access to units

- A.) All owners, by Florida Statute, must furnish the manager with a key and/or combination to their unit for use in case of an emergency, to make repairs and to prevent damage to the common elements and other units
- B.) For safety, all keys are coded and kept in a locked cupboard in the office.
- C.) If you change the lock on your unit, it is your responsibility to furnish a new key to the manager.
- D.) If a key has not been provided, a locksmith will be called at the owner's expense. In case of a critical emergency, it may be necessary to destroy the lock/door and the door will be left open until the owner arranges to repair it.
- E.) The Association has the right & obligation to enter a unit with or without a key:
 - 1. To inspect or prevent damage to other units or the common elements.
 - 2. To remove items from balconies and/or walkways that owner/lessees have failed to do in case of a threatened weather event at a charge of \$150.00 to the owner.
 - 3. If key or combination is not provided by owner, we will contact a locksmith at the owner's cost

10. Emergency Contact Information:

Each unit owner must provide the manager with emergency contact information, including persons other than the owner who can be contacted in the event of any emergency.

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

RECREATION FACILITIES

11. General

- A.) Visitors:** Residents, owners and/or Lessees must be on premises and will be responsible for invited visitors in the recreational areas and for abiding by the Association's recreational facilities policies.
- B.) Cost of damages:** The owner will be financially responsible for any damage to the recreation areas or common areas caused by owner, guest, or lessee.
- C.) Special events:** The manager must be notified at least 10 business days prior to any event an owner or lessee is having that could impact the use by other residents. Notification is a courtesy and does not imply exclusive use of the recreation facilities
- D.) Liability:** Anyone using any facilities does so at their own risk.

12. Shuffleboard

- A.) Time limits:** Shuffleboard court use is limited to 1 hour unless no one else is waiting.
- B.) Equipment:** Equipment may be checked out at the guardhouse and must be returned after use.

13. Grills:

- A.) LM I:** Grills are located at the recreational area of LM I for use of owners, lessees, and guests of both buildings.
- B.) LM II:** Grills are located on the east recreational deck of LM II for use by owners, lessees, and guests of LM II. **C.) Liability:** Anyone using either of these grills does so at their own risk and is responsible for cleaning up and disposing of any trash after use.
- D.) Grills:** Electric/gas grills are not allowed on balconies or common walkways.

14. Tennis/Pickle Ball Courts: No other activities, other than tennis/pickle ball, are allowed within the fenced in court area

- A.) Times:** All tennis/pickle ball courts are available between 8 AM and dusk. Pickle ball is played in LMT2
- B.) Reservation:** Players may reserve the court by signing up on the board no more than 48 hours ahead.
- C.) Play time:** one hour for singles & 2 hours for doubles if others are waiting to use the court.
- D.) Children** under the age of 13 can play only when directly supervised by an adult (18yrs or older).
- E.) Attire:** Tennis shoes must be worn at all times.
- F.) Food:** Is not allowed on the court. Fluids for hydration are allowed.
- G.) Equipment:** Equipment may be checked out at the guardhouse and must be returned after use.

15. Swimming Pools/Hot Tubs - In Case of an Emergency Call 911

- A.) Location:** Swimming pools & hot tubs are located at Tower I and II. Residents may use either pool or hot tub
- B.) Hours:** Pool hours 9:00 AM to dusk and hot tub hours: 9:00AM to dusk.
- C.) Posted rules:** Pool rules are posted at each pool & must be followed at all times including but not limited to the following:

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

- a. **Children:** Children under the age of 13 must be directly supervised by an adult (18yrs) at all times at the pool, hot tub or pool deck.
 - b. **Incontinent persons:** shall wear waterproof pants.
 - c. **Use of furniture:** Lounges, tables & chairs cannot be reserved or moved from the pool area; things left unattended for more than 30 minutes may be removed by those wishing to use the furniture: LMT Association is not responsible for items left unattended. Return Pool furniture where you moved it from. Roll umbrellas back down after use.
 - d. **Safety:** To prevent slip and falls, always towel dry and wear footwear when leaving pool and reentering the building.
 - e. **Showers:** Beach sand must be removed at walkway showers before entering pool or building.
1. **Noise:** The volume of audio equipment in the pool deck area must be kept at a minimum so as not to disturb others. Yelling & shouting are also not allowed.
 2. **Smoking:** No smoking or Vaping on the pool decks

16. Landmark Tower II Recreation Deck:

- A.) recreation deck is provided for the residents of Landmark Towers II only.

17. Bicycles, skateboards, roller skates/blades, scooters, canoes, kayaks, and paddleboards: A.) Use on property: No bicycles, roller skates/blades, scooters, shall be ridden anywhere on the

Condominium property except when exiting or returning to the property. Canoes, kayaks and paddleboards may be brought onto the LMT property, but not on trailers which are not permitted on the property. Once on the property, canoes, kayaks and paddleboards must be secured in or on the top of your vehicle that transported them, and in no other area at Landmark Towers.

B.) Storage:

1. **Bikes:** When owners bikes are not in use, bicycles should be stored and tagged (tags can be obtained from the Office) in the bike rack in Tower I and in the bike rack in Tower II. Bike racks may only contain bikes.
2. Other wheeled recreation items: Skateboards, roller skates/blades, scooters, etc. must not be stored on walkways.
3. Bike room in Tower I is not to be used for personal storage outside of storage cages unless approved by the property manager.

II. COMMON AREAS

18. Motor Vehicles

A.) Parking – each unit has one assigned space & the resident is to use this space. Owners must obtain parking stickers from the Office and place on passenger front windshield. A copy of the registration is required.

B.) There is no tandem parking in any parking space.

C.) Use of another assigned spot: An owner of a reserve spot may give temporary permission.

D.) Sticker:

1. All owner vehicles require a valid parking sticker obtained from the manager.

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

2. Lessees & guest must display a valid parking pass on the windshield.
 - F.) Unauthorized vehicles parked in owners' assigned spaces, the Fire Lane or other unauthorized areas will be towed away at the vehicle owner's expense & in compliance with Section 715.07 of the Florida Statute.
 - G.) Any vehicle that cannot operate on its own power or does not have a current license plate may not remain on the property.
 - H.) Vehicles with logo, advertisement, and lettering are not permitted on the property except when on the property to conduct business.
 - I.) Motorcycles, motor bikes, mopeds may be brought on to the property but must be left in a visitor spot in the row closest to Gulf Blvd. They may not be run in the garages at any time.
 - J.) Miscellaneous vehicles: No boats, jet skis, recreational vehicles, trailers are not allowed on the property overnight without approval from the office.
 - K.) Temporary movement of vehicles: Property maintenance occasionally requires vehicles to be moved from the assigned spaces. If an owner will be away for an extended period of time, appropriate keys must be left with the manager, or designated resident or local contact.
19. **Terraces, Balconies, & Walkways:**
- A.) **Laundry:** no towels, sheets, clothing etc. are to be hung on balcony or walkway railings.
 - B.) **Cooking:** no cooking of any kind is permitted on balconies or walkways.
 - C.) **Birds:** Birds cannot be fed on Association property.
 - D.) **Main walkways:** Common walkways are to be clear of shoes, toys, beach/pool equipment, per the City of Clearwater fire code. End units are not to have any items nearby or blocking the Exit stair wells.
 - E.) **Throwing things:** Nothing shall EVER be thrown or swept from the balconies or walkways, including cigarettes, dirt, water, etc. Cigarettes can be a severe fire hazard when wind currents cause them to land on the lower floors.
 - F.) Parking spots are not to be used as storage of any kind.
20. **Advertising Displays:**
- A.) **Signs:** "For Sale" and "For Rent" signs, displays, or advertising by residents shall not be permitted on any portion of the Landmark Towers property (including walls, doors or windows of any unit and vehicles).
 - B.) **Bulletin Boards:**
 1. Community boards on the ground level of each tower may be used, but management must approve the signs.
 2. Official boards: Each building has a locked board which is for management use only. Items are considered official notices to owners & residents.

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

3. Forms are required to be completed and approved.
4. All pets greater than 20 lbs. must be approved by the board.
5. Owners are responsible for the conduct of their pets
6. Lessees, guests, & visitors are not allowed pets.
7. Pets outside the unit: Pets must be always leashed & accompanied by the owner outside the unit.
8. Designated pet areas; Owners must pick up pet waste in a sealable plastic bag & dispose of waste in the **trash chute only**.
9. No pet waste is to be disposed of in garbage cans located in common areas.
10. In recreation area: Pets are always excluded from recreation areas.
11. Unattended pets: Pets may not be left on balconies while the owner is away.
12. All pet owners must fill out a pet registration form available in the Manager's office

24. Visitors or Trades People

- A.) If residents are expecting visitors or trades people, they are required to notify the security guard in advance giving the names and expected arrival times.
- B.) The guard can refuse entry if he is unaware of their arrival and cannot confirm the visit.

25. Complaint Procedures:

- A.) **Initial Notification:** Any resident observing a violation of these Rules & Regulations is encouraged to report it to the Association and/or manager or security guard. The guard may take action at his/her discretion.
- B.) **Anonymous** complaints will not be accepted.
- C.) **Review process:** All verbal complaints must be followed up in writing including the date, time, individual(s) involved, and the unit number (if possible) and signed before the Association will investigate and take action. (Emails are considered a 'signed document')
- D.) **Owner notification:** Upon review, if it is determined that a violation has occurred, the Association shall inform the violator and/or unit owner of the violation in writing giving the appropriate amount of time to correct the infraction.

26. Rules Enforcement Policy:

- A.) The owner will be notified in writing by the manager of a rules violation and a correction must be made in the time allotted in the notice.
- B.) If the correction is not made or there are repeated violations then the Board of Directors will notify the owner by certified letter.
- C.) If the violation persists, the matter will be turned over to the Association's attorney. The attorney will send a correction letter. If the owner still does not correct the problem the attorney files court action.
- D.) Those unit owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and attorney's fees in the process of rectifying the non-compliance.

27. Supervision of Association employees & Contractors:

- A.) **Direction:** The manager or the Board of Directors are the only ones who may direct or supervise the employees or Association contractors.

LANDMARK TOWERS AT SAND KEY
RULES & REGULATIONS
REVISED 6/21/2022

- B.) Complaints:** Any complaints regarding employees or contractors are to be directed in writing to the manager &/or Board of Directors.
- C.) Employees doing private work:** Association employees may not do personal work for Owners/lessees/guests during scheduled work hours.

Summary:

The foregoing Rules and Regulations have been promulgated by the Board of Directors and are intended for the preservation of buildings, structures and other property plus the safety, protection, and comfort of the residents in the Landmark Towers community.

Cooperation by everyone in complying with these rules and regulations is graciously solicited and will be greatly appreciated by the Board of Directors of the Association and the residents of your community.