



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.

**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 p e r a d u l 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 or certify title or ownership in the common elements and limited common elements appurtenance to the unit.* The sole purpose of this is **“Consent to Sale or Transfer of Condominium. Unit”** is for Landmark Towers to maintain records of undersigned condominiums. unit owners of Landmark Towers.

**Tower:** \_ \_ \_ \_ **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 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 and 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/ftransferee together with the 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 \$150.00 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 by the date of closing on the community unit.

**Approved By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_ **Printed name of witness:** \_\_\_\_\_



**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](http://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-through -Fri from 9:00 AM until 4:00 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 guests, 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.)

**ALTERATION OR IMPROVEMENTS TO UNIT:** Requires board approval before any alterations. Alteration forms can be picked up in the Management office or 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 \$150 processing fee that is required.

to be paid by the owner of 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, ect.) 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 a 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 Consent to Sale form. We hope this information is helpful.

Sincerely,

***Sandy Simpson***

Sandy Simpson, CAM, CMCA

[sandy@landmarktowers.org](mailto:sandy@landmarktowers.org) or 727-596-4496



# LANDMARK TOWERS AT SAND KEY RULES & REGULATIONS 11/20/2025

*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.*

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## **I. UNITS**

### **1.) Use of Owner's unit**

#### **A. Residency:**

- 1.) 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 residents 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 and motor vehicle noise.
- 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 HVAC 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:**

- 1.) 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.
- 2.) **All Alteration Request forms must include a \$500.00 Refundable Security Deposit. The amount of refund will be assessed against any damages caused by the contractor(s). See alteration request for more information. Form can be obtained from the office.**

#### **B. Unauthorized Changes:**

- 1.) 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: To maintain building security and ensure proper vendor tracking, the office or security will issue a daily FOB to vendors and/or realtors only after they have completed the required sign-in sheet. This process must be followed each day a vendor is on-site.**

- 1.) 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 through Friday. No trades people are permitted to work on legal holidays. 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 weekends by owners. An example: of no noise would be painting.
- 2.) Emergency services needed when the office is closed: Owner/Renter must contact Security who will then contact the management or they will not be allowed on property. Management will decide the next course of action.
- 3.) Scheduled services on weekends must have prior written approval from the office (no noise producing work): Management must be notified during business hours prior to weekend service calls. Security will be notified by management to allow them in.
- 4.)

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

**A. Leasing:**

- 1.) 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.
- 2.) Requirements to lease: No unit may be leased without registering with the Association in writing and requires the following items:
  - *LMT Lease Application Form* - signed by the unit owner/agent and lessee
  - Signed copy of the unit owners/agent *Lease Agreement*
  - The Manager requests all the above at least 10 days prior to the date of the proposed lease.
  - \$150.00 fee payable to Landmark Towers from the owner or mgmt.co.
  - All leases must have a copy of photo ID for everyone over 18, or the lease can be denied.
  - The Association will approve the application in writing.
  - Delinquent Owners (past 90 days): A lease application will need to be approved at the discretion of the Board of Directors.
  - Leasing less than an entire unit will not be authorized
  - Lessees have all the use rights of owners, except they may not have pets
  - 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.
  - The owner is responsible for all violations and damages caused by lessees and their guests and visitors.

**B. Guest: Defined as:**

- 1.) Not a family member but must (personally be known) to the owner when occupying a unit when the owner is not in-residence.
- 2.) If the owner is not in residence with their guests, the owner must comply with the Maximum occupancy of 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.
- 3.) Owner has not filed a *Lease 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.
- 4.) Unit owners and approved guests must comply by all Rules & Regulations.
- 5.) The owner, if not in residence, must fill out a *Guest Registration Form* available from the

manager's office if their guests are staying 24 hours or more.

- 6.) Guests of owners not in residence must provide a photo ID for everyone over 18 years of age.
- 7.) *Guest Registration Form* should be sent to the Management office five (5) business days prior to the arrival of the guest(s).
- 8.) Guests must check in with security upon arrival and receive parking permits and rules and regulations.
- 9.) Guests may not bring pets on to the property.
- 10.) Guests may not reserve recreational or common areas for parties or gatherings.
- 11.) Owners may not use the common elements or recreational areas while their Guest(s) are in residence unless they are Visitors of the guest.
- 12.) The owner is responsible for all violations and damages caused by Guests and their visitors.

**C. Family Guests:**

- 1.) Defined as a member of the owner(s) family who is not listed as a unit owner
- 2.) Family Guests may occupy a unit with or without the owner present.
- 3.) Have all the use rights and responsibilities as owners.
- 4.) If the owner is NOT in residence, owners must complete and submit a *Guest Agreement Form*
- 5.) The completed *Guest Agreement Form* should be received by the Management office three (3) business days prior to the arrival of the Family Guest.
- 6.) If the owner is in residence, the owner needs to inform security of their guest's arrival and guests should obtain a parking permit (no guest registration agreement form is required).
- 7.) Family Guests must check in with security to get a parking permit if they have a vehicle that will be on the property overnight.
- 8.) The owner is responsible for all violations and damages caused by Family Guests, their Guests and/or Visitors.

**D. Visitors:**

- 1.) Are allowed on the property when an Owner, Lessee, Guest, or Family Guest is in residence.
- 2.) Owner, lessee, guest, or family guest must call the guard to provide them with the name and anticipated arrival time of the visitor.
- 3.) Visitors may not have pets on the property.
- 4.) Visitors must follow all rules and regulations.
- 5.) The owner is responsible for any violations and damage caused by the visitor(s).

**E. Special Entry: Security will buzz them in. Master Lobby Keys and FOBS are NOT permitted to be given to anyone on the Special Access Forms. Special Entry does not include usage or access of common areas other than ingress or egress.**

- 1.) Owners may fill out a Special Entry form in the Manager's office for the following:
- 2.) Maid/cleaning services
- 3.) Local contact checking on a unit or picking up mail
- 4.) Pest treatment services

**4.) Move-in/Move-out:**

- 1.) Moving a household of furnishings requires an application filed in the Management office during posted business hours at least 3 days prior to the move.
- 2.) The hours for move-ins, move-outs or deliveries are as follows:
  - 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 Sundays.
- 3.) No move-in/out or large deliveries are permitted on legal holidays.
- 4.) Miscellaneous items that do not require elevator pads may be moved at other times.
- 5.) On Saturdays, single items (appliances or furniture) can be delivered with prior approval from the office.
- 6.) Owners are responsible for any damage incurred during the moving or delivery process.

**5.) Trash Disposal:**

**A. Trash:**

- 1.) Trash shall be placed in plastic bags, tied, and deposited in the chute located on each residential floor.

**B. Recyclables:**

- 1.) City law requires glass, newspapers, plastics, cans & mixed paper be placed in the assigned bins in the garage.
- 2.) **No plastic bags, styrofoam containers or packing materials are to be placed in bins.**
- 3.) Please follow recycling instructions in the recycling area and on the bins.

**C. Oversized Trash:**

- 1.) Items too large for chute are to be placed directly into the dumpster. If the doors are locked, place the item at the door of the maintenance room
- 2.) Contractor debris and furniture must be removed from property by contractor or owner.

**D. Spills:**

- 1.) 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:**

- 1.) 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.

**6.) Shopping Carts:**

- 1.) Shopping carts are provided for the convenience of residents to transport items from cars to units.
- 2.) 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.

**7.) Units unoccupied for an extended period of time:**

**A. Preparation required for empty unit:**

- 1.) 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.
- 2.) Air Conditioner: The air conditioning unit should be kept running at a temperature level not to exceed 78 degrees, 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.
- 3.) 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.
- 4.) Refer to Section 19K for motor vehicle requirements during extended absence.

**B. Insurance:**

- 1.) All association property policies have an exclusion, that if the unit is 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.) All unit owners are solely responsible for the maintenance, repair, and condition of the interior of their unit this includes everything from all paint and flooring to fixtures, appliances, and personal property. Owners are also liable for any damage originating from within their unit, regardless of who caused it, whether a guest, contractor or tenant. To ensure adequate protection, owners are responsible to maintain an active HO-6 condominium insurance policy. This policy should cover interior improvements, personal belongings, and liability for damage to neighboring units or common areas.
- 3.) Owner's must contact their insurance carrier and put in a claim for any damage to the interior of their unit. Regardless of who caused the damage.
- 4.) **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)**

**8.) Monthly Maintenance Assessments:**

**A. Payment:**

- 1.) Monthly maintenance fees are due to the Association account by the 1st of each month

**B. Late fees:**

- 1.) 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:**

- 1.) The Board may not approve of the proposed sale of a unit if the owner is delinquent with their fees. 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.

**9.) Sales:**

- 1.) 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 and a \$100 Estoppel fee. A \$150.00 per person on the deed Transfer fee is due at closing.

**10.) Keys & Access to units**

- 1.) 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
- 2.) If you change the lock on your unit, it is your responsibility to **immediately** furnish a new key to the manager's office. If a key has not been provided, a locksmith will be called at the owner's expense. In case of an emergency, it may be necessary to destroy the lock/door and the door will be left open until the owner arranges to repair it.
- 3.) The Association has the right & obligation to enter a unit:
  - To inspect or prevent damage to other units or the common elements.
  - 
  - To ensure the unit does not impact the healthy living conditions of other units (e.g. for mold/mildew, foul odors, flying insects, other pests, etc.).

**11.) Emergency Contact Information:**

- 1.) **Each unit owner must provide the manager with emergency contact information, including persons other than the owner who can be contacted in an emergency.**

**II. RECREATION FACILITIES**

**12.) General**

**A. Visitors:**

- 1.) 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:**

- 1.) 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:**

- 1.) 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. Complete the form "Application for Pool/Deck/Lobby Party Reservation" which you can request from the office and it is also posted in the LMT website under Owner Forms. Guests can be 8 or more including children and limited to 20.

**D. Liability:** Anyone using any facilities does so at their own risk.

**13.) Shuffleboard / Cornhole:**

**A. Time limits:**

- 1.) Shuffleboard / Cornhole use is limited to 1 hour unless no one else is waiting.

**B. Equipment:**

- 1.) Equipment may be checked out at the guardhouse and must be returned after use.

**14.) Grills:**

**A. Use of grills:**

- 1.) Anyone using grills does so at their own risk and is responsible for cleaning up and disposing of any trash after use.

**B. Personal Grills:** Electric/gas grills are not allowed on balconies or on common walkways.

**15.) Tennis LMT I & LMT II / Pickle Ball Courts LMT I & LMT II:**

**A. No activities other than tennis & pickle ball are allowed within the fenced in court**

**B. Times:** All tennis/pickle ball courts are available between 9AM and dusk.

**C. Reservation:** Court may be reserved by signing up on the board no more than 48 hours ahead.

**D. Play time** is one (1) hour for singles & two (2) hours for doubles; if others are waiting for court.

**E. Children** under the age of 13 can play only when directly supervised by an adult (18yrs or older).

**F. Attire:** Tennis shoes must be worn at all times.

**G. Food** is not allowed on the court. Fluids for hydration are allowed.

**H. Equipment** may be checked out at the guardhouse and must be returned after use.

**16.) 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:

1.) 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.

2.) Incontinent persons: shall wear waterproof pants.

3.) 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.

4.) **Safety:** To prevent slip and falls, always towel dry and wear footwear when leaving pool and reentering the building.

5.) Showers: Beach sand must be removed at walkway showers before entering pool or building.

6.) Use of floatation devices are prohibited, other than a noodle or lifesaving devices. Users must adhere to instructions provided by management and security.

**D. 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.

**E. Cell Phone usage:** Please be respectful of those around you when on a personal phone call in common areas.

**F. Smoking:** No smoking or Vaping on the pool decks

**17.) Landmark Tower II Recreation Deck:**

**A.** The recreation deck is provided for the residents of Landmark Tower II only.

**18.) Bicycles, skateboards, roller skates/blades, scooters, canoes, kayaks, and paddleboards:**

**A. Use on property:**

1.) No bicycles, roller skates/blades, eBikes or scooters shall be ridden anywhere on the Condominium property except when exiting or returning to the property.

2.) 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: TOWER 1 BIKE STORAGE IS FOR OWNERS ONLY:
  - 1.) Owners Bikes, ebikes, canoes, kayaks & paddleboards: When not in use, they 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. It's suggested you lock bike(s) to the bike rack.
  - 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.
  - 4.) Bike Room: All e-bike lithium batteries must be removed from the bike and stored in unit.
- C. Storage: TOWER 2 BIKE and KAYAK STORAGE IS FOR OWNERS and LESSEES ONLY:
  - 1.) Place TAG on equipment with name and unit number.
  - 2.) Owner of equipment must secure equipment to prevent damage due to wind or potential theft.
  - 3.) Equipment must be removed when the owner of the equipment is not in residence of LMT2.
  - 4.) Owner of equipment shall remove the equipment when an evacuation order has been placed.
  - 5.) Owners are responsible for all liabilities associated with the stored equipment.

### III. COMMON AREAS

#### 19.) 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 them 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 owners' vehicles require a valid parking sticker obtained from the manager.
  - 2.) Lessees & guest must display a valid parking pass on the windshield.
- E. 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.
- F. Any vehicle that cannot operate on its own power or does not have a current license plate may not remain on the property.
- G. Vehicles with logo, advertisement, and lettering are not permitted on the property except when on the property to conduct business.
- H. Motorcycles, motor bikes, mopeds, golf carts 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.
- I. Miscellaneous vehicles: Boats, jet skis, recreational vehicles, trailers are NOT allowed on the property overnight without approval from the office.
- J. Temporary movement of vehicles: Property maintenance occasionally requires vehicles to be moved from the assigned spaces.
- K. If an owner will be away for an extended period, car keys must be left with the designated resident or local contact.
- L. Due to the limited number of visitor spots on the second floor of LMT1 NO long-term parking is permitted by an owner.

#### 20.) Terraces, Balconies, Stairwells & Walkways:

- A. Laundry: no towels, sheets, clothing etc. are to be hung on the balcony or walkway railings.
- B. Cooking: no cooking of any kind is permitted on balconies or on walkways.
- C. Birds: Birds cannot be fed on Association property.
- D. **Common walkways, end cap to end cap, must be free of all personal items at all times. Nothing should be in the walkways. Management has the right to remove any items found on the common walkways.**
- 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.
- G. Stairwells are not to be used for storage of any kind and must be clear at all times consistent with Fire Code Compliance.

**21.) Advertising Displays:**

- A. Signs:
  - 1.) "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.
  - 2.) Official boards: Each building has a locked board which is for management use only. Items are considered official notices to owners & residents.

**22.) Obstructions:**

- A. Residents shall not obstruct the ingress or the egress to any entrance, terrace, storage area, or parking space of any unit, including the common areas such as sidewalks, streets, driveways, stairways, common corridors, pool decks etc.

**23.) Alterations to Common Areas:**

- A. Painting & Appearances:
  - 1.) Owners/lessees shall not paint or otherwise change the appearance of any exterior wall, door, window, terrace, balcony, etc., of any unit. No hanging items should be screwed or bolted to terrace or balcony ceilings or walls, such as hammocks or swinging chairs. If such changes are made, they will be restored & the owner is financially responsible for any cost incurred by the Association.
- B. Antennas/satellites etc.:
  - 1.) Residents shall not erect, construct, or maintain any wires, antennas or other equipment or objects on the exterior of any building or any common area within The Landmark Towers property without the prior consent of the Association.
  - 2.) All Antennas/Satellite Dish, etc. installations must have Board approval and meet all installation requirements.
  - 3.) External air conditioning units: The manager must be notified prior to any air conditioner being replaced. All A/C replacements must have Board approval, meet all installation requirements, and be installed by a licensed contractor.
- C. Windows Doors, Balconies and Shutters
  - 1. Replacement of doors/windows: Specifications for approved screen/storm doors, replacement doors & windows must be adhered to and are available at the manager's office. The Association must approve them prior to installation. As of June 21,2022, going forward, all screen/storm doors can be white or bronze in color.
  - 2. Hurricane shutters must be approved by the Association prior to installation. The City of Clearwater requires they be recorded with the city prior to installation. (Necessary forms for this purpose are available at the Association office).
  - 3. Common Element: The concrete floors of the Balcony serving the Unit. No unit owner shall make any alteration, decoration, repair, replacement, change or paint, nor place any doors, screens, windows, glass panes, jalousies or other enclosures on balcony or any other parts of the common elements without the prior written approval of the Board of Directors.

**24.) Damage of Property:**

- A. Any resident or their vendors, renters or guests who intentionally or inadvertently destroys or damages any portion of any building or structure (and/or its contents) or other property shall be responsible for all costs incurred by the Association to replace or repair the property, including court costs and attorney's fee, as appropriate.

**25.) Guns/firearms are not permitted in the common areas, amenities, and facilities of our community. These areas include, but are not limited to:**

- The community pool and pool deck
- Community parks, playgrounds, and sports courts

- HOA administrative offices and meeting rooms
- LMT1 and LMT2 Lobbies
- Common walkways and streets (as private HOA property)

#### IV. MISCELLANEOUS

##### 26.) Pets:

###### A. Only owners are allowed pets and limited to:

- 1.) One dog or cat
- 2.) Weight is limited to 20 lbs. at maturity
- 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.) Any service animal requires the completion of the Pet Registration document and a medical prescription.

###### B. Lessees, guests, & visitors are not allowed pets.

###### C. Pets must be always leashed & accompanied by the owner outside the unit.

###### D. Designated pet areas: Owner's must pick up pet waste in a sealable plastic bag & dispose of waste in the trash chute or in pet waste receptacles only.

###### E. No pet waste is to be disposed of in garbage cans located in common areas.

###### F. Pets are always excluded from recreation areas.

###### G. Unattended pets: Pets may not be left on balconies while the owner is away.

###### H. All pet owners must fill out a pet registration form available from the Manager.

##### 27.) 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.

###### C. If a leak occurs or an emergency repair is needed to a unit and the office is closed you should (first shut off your water at the main valve) contact security first who will contact management. Management will decide the course of action.

##### 28.) 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:

- 1.) All complaints must be in an e-mail format including the date, time, individual(s) involved, the unit number, and pictures (if possible).

###### D. Owner notification:

- 1.) 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.

##### 29.) Compliance / Fining Policy:

###### A. Refer to the Compliance / Fining Policy document for complete details that are posted on the LMT website: <https://landmarktowers.org>

##### 30.) Supervision of Association employees & Contractors:

###### A. The manager or the Board of Directors are the only ones who may direct or supervise the employees or Association contractors.

###### B. Complaints regarding employees or contractors are to be directed in writing to the manager &/or Board of Directors.

###### C. Association employees may not do personal work for Owners/lessees/guests during scheduled work hours.

##### 31.) Master Keys to the Lobby Doors are NOT to be given to Maids/Cleaning Services, or Real Estate

**Agents by an owner. If they have a master key, we will request it be returned to the office and the office manager will contact the owner.**

**32.) HURRICANE SEASON, JUNE 1ST - NOVEMBER 30TH:**

***FOLLOW ALL COUNTY MANDATORY EVACUATION ORDERS (Refer to the Hurricane Plan 2025 Owners Document for complete details that are posted on the LMT website <https://landmarktowers.org>***

**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.

# 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](http://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](http://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](http://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 #:
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