

**ARTICLE II**  
**ORGANIZATION**

Administration

All the affairs, policies, regulations and property of the Stonewood Corporation are controlled and governed by the Board of Administration elected annually by the owners as provided in the Bylaws. The Board of Administration consists of five (5) directors each serving two-year terms. Three (3) directors shall be elected in even years and two (2) directors shall be elected in odd years. All owners are encouraged to be active in the administration by attending monthly meetings and volunteering for committee service as enumerated in Article XIV herein.

### ARTICLE III

#### Amenity Access Devices

To help prevent unauthorized usage as well as to assist in the safeguarding of assets many of Stonewoods' amenities require the use of an access key or a monitored access fob for usage.

Each unit shall be issued two access fobs at no charge. Each unit may request additional access fobs for a fee of \$20.00 each (not to exceed four active access fobs in total per unit). Lost access fobs may be replaced for a fee of \$75.00.

All access devices are to be used by a person thirteen years of age or older. Lost access devices should be reported to the office as soon as possible so that they may be deactivated. Unit owners are responsible for ensuring secured areas are once again secure when they have used their access device. Please make certain doors and gates have been closed properly. Unit owners are responsible and could be liable for any damages done to areas left unsecured or that have been accessed by their device.

Upon sale of a unit the property manager shall verify with new owners how many access devices were exchanged at sale closing and shall immediately deactivate any access fobs unaccounted for. New owners may purchase access fobs at the price of \$20 (not to exceed four active access fobs in total per unit).

## ARTICLE IV

### RESPONSIBILITY AND USE RESTRICTIONS OF UNITS

#### Owner Roommate Applications

In compliance of the use/restrictions Article X(a) of our Condominium Documents of Stonewood Towers. A Stonewood Towers Application for Owner Roommate (see at end of procedure) is required to be submitted to the property Manager no later than fifteen business days prior to the effective date of desired occupancy to provide sufficient time for Board review. Also, a twenty-five dollar (\$25) administration fee will be collected at that time.

#### Rental Applications

A Stonewood Towers Rental Application along with Lease between the owner and lessee must be presented to the Manager no later than fifteen (15) business days prior to the effective date of the lease to provide sufficient time for Board review. Also, a twenty-five dollar (\$25) administration fee will be collected at that time.

## ARTICLE V

### GENERAL

#### Official Records

The official records, as listed in Florida Statute 718.111, may be inspected by members of the Association during normal duty hours. An appointment with the Manager may be necessary.

#### Activity on Premises

Nothing shall be allowed or kept in any unit or common element which would overload or impair the floor, walls, and roof, or cause any increase in the insurance premium rates, cancellation or invalidation of any insurance maintained by or for the Association. No noxious or offensive activity or nuisance shall be engaged in while on the premises.

#### Identification

Management personnel are authorized to require any person on any of the common elements to identify himself/herself by name, age and unit number and if a guest, to give the name and unit number of the host.

#### Employee Relations

Employees of Stonewood Towers are under the supervision of the Manager and the Board of Administration. Owners, residents, or guests will not direct employees to perform any job or favor (unless a bona fide emergency) and will not verbally or physically abuse employees. Complaints about employees' performance or attitude shall be directed to the Manager or the Board of Administration.

#### Exterior Surfaces

No awnings, shades, venetian blinds, window guards, radio or television dish or antennae or other objects shall be attached to or hung from the exterior of the buildings or protrude through the walls, windows, or roofs thereof. No notices, advertisements, bills, posters, illumination displays or other means of visual communication shall be inserted or posted on or about the premises or from the exterior to the building, except for those that have been approved, in writing, by the Board of Administration.

#### Dusting and Sweeping

Garments, rugs, mops or other objects shall not be dusted or shaken from the windows, stairwells, balconies or walkways of the building or cleaned in the common elements. Nothing shall be thrown or emptied by any person from balconies, windows or doors into or onto the common elements.

### Noise

No person on the premises shall make any noise or engage in any loud or offensive conduct which would disturb or annoy any resident. Enforcement of this rule concerning disturbing noises will emphasize during "quiet hours" - 10:00 P.M. to 8:00 A.M.

### Solicitation

Soliciting goods and services, or monetary solicitation for charitable, religious, political or other causes of any nature whatsoever is not permitted on the premises unless approved, in writing by the Board of Administration. In-house Stonewood affairs are excluded.

### Authority for Access

Management personnel shall not comply with any request by an owner or lessee to permit anyone temporary access to his/her unit unless the request is in writing signed by the requesting owner or lessee, facsimile, or via electronic mail. *Refer to F.S. Statute 718 (electronic mail)*

### Animal Feeding

The feeding of animals or birds (other than house pets) is strictly prohibited on Stonewood Towers premises.

### Window Coverings

Window coverings shall be attractive to the surroundings. Sheets, blankets, aluminum foil and other such materials are not acceptable.

### Construction Changes

If owners want to make changes to their unit, common elements or limited common elements, they must submit the plans and specifications to the Board of Administration for review. Alteration or Modification and Contractor Notification form for units are to be filled out and presented to the Manager, along with Contractor License and Proof of General Liability / Workers Comp Insurance. *Refer to: Amendment to Docs 1987, Article XI; Rights and limitations of owner to Alter or modify.*

### Unit Maintenance

Repair and maintenance of unit interiors and appliances are the responsibility of unit owners. Unit owners are also responsible for cleaning the exteriors of the windows, screen doors, shutters, etc. No Association employee shall be asked during hours of employment to repair or maintain any unit, except when an emergency threatens damage to other units or to the common or limited common elements.

### Barbecue Grills

No hibachi, grill or other similar devices used for cooking, heating or any other purpose, shall be kindled or stored on a balcony. However, electric portable, tabletop grills, not to exceed 200 square inches of cooking surface, or other similar apparatus is permitted. *Refer to letter sent by Brevard County Fire Department dated February 6, 2018*

This is according to the 6th Edition of the Fire Prevention Code 10.10.1.1

### Combustible Substance

No combustible substances, including explosives, shall be brought onto, stored, or used on the premises.

### Refuse

Trash chutes may be used only between the hours of 8:00 A.M. and 10:00 P.M. daily. No heavy or bulky objects, cardboard boxes, or sticks (such as broomsticks, etc.) shall be placed in the trash chutes, but shall be carried to the ground level trash containers. Trash shall be secured in plastic bags before being placed in trash chutes. Highly combustible substances, such as paint, petroleum products, and the like, shall not be placed in the trash chutes or otherwise disposed of on the premises.

### Liability for Damages

Each owner shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by or on behalf of the Association to repair, replace or restore any damage to, or destruction of, the common or limited common elements, which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner. Owners are responsible for any damage or clean-up caused by contractors under their employ.

### Associated Disclaimer of Liability

The Association, Board of Administration, and Stonewood employees shall not be liable in any manner for the loss or damage to any person or any personal property unless such loss, damage, or injury is found to be the sole fault or negligence of the Association.

### Watercraft Parking

In accordance with City Ordinances, no watercraft shall be parked or docked overnight anywhere on the beach east of the Stonewood Towers dune line security fence.

Smoking

Stonewood Towers Condominium has been designated a non-smoking facility.

Therefore, smoking of any kind

(Including e-cigarettes) is prohibited anywhere within the boundaries that define the Stonewood Towers

Condominium property. The only exception is that smoking is only permitted inside the individual Owners unit.

This smoking revision is pursuant to:

- 1) The Florida Clean Air Act, F.S. 386, which prohibits smoking in all closed areas of the common elements in order to protect individuals from the health hazards of secondhand tobacco smoke.
- 2) F.S. 718.108, pertaining to condominiums, which defines Common Elements as "The condominium property which is not included within the units."
- 3) The Association's Articles of Incorporation which allows the Association (by Board vote) to adopt rules and regulations regarding the use of common elements.

## **ARTICLE V**

### **GENERAL**

Revised 3.8.23

#### **Refuse**

Stonewood has three designated areas for garbage and recycling. The first is west of A Building, the second is behind the gate inside B Building, and the third is southwest of D Building. At no point in time is any recycling to be left on top of the recycling containers. If the containers are full the recyclable items shall be thrown into the dumpsters, taken to recycling containers at another location, or brought back at another time. Cardboard shall be broken down to utilize as little space as possible. No garbage shall be placed on the ground nor on top of the recycling containers. The trash chutes in the B Building may be used only between the hours of 8:00 a.m. and 10:00 p.m. No heavy or bulky objects or cardboard boxes shall be placed in the chutes. All trash must be secured in plastic bags.

A bulk waste disposal area has been designated west of D Building and north of A Garage. This area is designated for the occasional item that cannot fit into a garbage dumpster. No large furniture items such as sofas or mattress, nor large electrical appliances such as refrigerators, stoves, or air conditioning units, are to be left in this area. These types of items are the responsibility of the individual unit owner to donate or have removed. No electronics items such as computers or televisions are to be disposed of on property, but instead donated or taken by unit owner to an electronics disposal/recycling site.

No contractor materials nor any highly flammable or combustible substances are to be disposed of at Stonewood.

Owners are asked to stay current as to what items are recyclable at Stonewood.

Misuse of the garbage/recycling areas or the bulk waste disposal area could result in a fine.



**ARTICLE VII**  
**VEHICLES AND PARKING**

**General**

It is in the best interest of every resident to timely advise the Gatekeeper of any proposed arrivals to Stonewood. This advance notification allows the Gatekeeper to be prepared to receive the callers and advise them where to park and how to carry out their visit, delivery, or service.

**Vehicle Definition**

For the purpose of this article, the term "vehicle" shall mean automobile, truck, motorcycle, recreational vehicle, van, motorbike, or other similar motorized transportation device.

- A. **Permanent Decal** issued to Association members and their resident dependents. A copy of the vehicle registration is required. The decal will be replaced with one of a different color at the discretion of the board but not to exceed a maximum period of two years. This owner permanent decal must be surrendered to the managers' office prior to the sale of unit. Therefore prior to or at the time of request of estoppel certificate all permanent decals must be turned into the office at which point an owners temporary parking pass shall be issued if desired. Out of area owners shall send their decals to the office via some trackable delivery service or demonstrate, to the satisfaction of the office manager, that the decal has been removed and is no longer usable. No estoppel certificate shall be issued until this has been completed.
- B. **Temporary Decal** issued to non-members of the Association (i.e., renters). These decals will have an expiration date not to exceed one (1) year and must be renewed annually. Copy of vehicle registration is required. It is the unit owners' responsibility to ensure that renter temporary decals are collected and returned to the managers' office at the end of the lease term. Failure to return temporary decals could result in loss of deposit and/or denial of future rental requests.
- C. **Visitors Pass** issued by the Manager and not to exceed twenty-one (21) days. All visitors will be logged in by host, name, unit number to be visited, and vehicle tag number. If prior notification has not been given, the gatekeeper will call the unit to be visited for permission to enter. Issuance will be in accordance with Article IV "Guest of Occupants" and "Guest of Non-Resident Owners". Pass must be visible at all times while parked on Stonewood grounds.
- D. **Contractor/Mover/Deliver Pass** - All contractors will be logged in by host, name, unit number , and vehicle tag number. If prior notification has not been given, the Gatekeeper will call the unit to be visited for permission to enter. All contractors will be given a pass to be placed on the dashboard noting unit number to be visited. All contractors will sign liability log book upon entering. *Refer to Procedure No. 45*
- E. **Resident Pass** issued by Gatekeeper to permit owner/lessee to register vehicle with Manager. These passes are intended for owners that use rental cars, etc.
- F. **Notification** - Residents who may believe that a vehicle is on Stonewood property without being properly registered are encouraged to notify the Gatekeeper.

### Vehicle Operation

All drivers on the property must be licensed and obey all local traffic laws. They shall observe traffic signs, exercise caution for the safety of pedestrians, and operate their vehicles quietly. Maximum speed is **10 MPH (5 MPH through garages)**.

### Vehicle Condition

All vehicles on the premises shall be in operating condition with current registration and insurance as required by law. All vehicles shall be equipped with effective mufflers. Vehicles in non-operative condition for greater than seven (7) days shall be removed at owner's expense.

### Vehicle Parking

All vehicles parked on the premises must display a Stonewood decal, visitors pass, contractor/mover/delivery pass, or resident pass. Guests and visitors may park in any uncovered space unless restrictions apply, such as "Residents Only". Parking restrictions for certain vehicles are covered in another section. A "Residents Only" or "Handicap" parking space often becomes difficult to find, especially during the winter months. Therefore, in fairness to all drivers, it is expected that a vehicle will not be left in a particular "Residents Only" or "Handicap" parking space more than three (3) days/seventy-two (72) hours. If a vehicle owner is to be absent for several days, the vehicle should be left parked in a space other than a "Residents Only" or "Handicap" parking space

### Parking Stalls and Garages

In accordance with Stonewood documents, assigned enclosed stalls and garages are limited common elements for vehicular parking. Utilizing assigned garages primarily as storage facilities for personal or commercial use is prohibited. The Association will not be responsible for damage to any items stored in garages. Bicycles, mopeds, small cartons, etc. may be allowed, provided they do not interfere with parking a vehicle. Flammable and hazardous materials are not allowed. Garages and parking stalls shall be kept clean and floors free from accumulation of oil. The garages and parking stalls are limited common elements. As such, the electricity used in these spaces is paid for by all owners. Therefore, all freezers, refrigerators, electrical vehicles, electrical appliances of any kind, as well as large electric power tools (not hand-held) will not be used in the garages or stalls. Construction of storage cabinets in E or H garages requires proper approval of the Board of Administration.

### Sale or Rental of Garage or Parking Stall

Such parking space may be sold only to members of Stonewood Towers Condominium Association in accordance with Declaration amendment dated February 16, 1989. Each unit must have at least one covered parking space appurtenant to it. Garages may be rented or loaned only to Stonewood residents, and the Manager's office must be notified before occupancy and proper forms must be prepared. Employees must have written permission to park in an owner's space on file in the office.

### Vehicle Restrictions

Vehicles such as tractors (prime movers) with or without trailers, earth working, loading, and transporting vehicles and other vehicles used in industry are not permitted on the premises unless they are on business of the Association or are involved in moving of a resident.

### Parking Restrictions/Definitions

The following definitions and parking restrictions apply:

- A. Truck: A vehicle used for carrying materials, construction supplies or equipment, etc. Commercial pick-up trucks and flatbeds fall into this category. These vehicles must park in the Contractor parking area or Northwest special parking areas only.

Pick-up Trucks, SUVs, Crossovers, Vans, Minivans owned by residents and used as their personal vehicles, may park in a resident parking space. Maintenance personnel will direct the parking of larger vehicles to the Northwest parking area. For the safety and comfort of all persons at Stonewood it is requested that all oversized personal vehicles be parked in the Northwest parking area.

*Refer to the BOD Meeting on March 11, 2003 these changes were voted and approved.*

B. Recreational Vehicles. Boats. Trailers. Motorcycles. Mopeds and Commercial Vehicles:

1. Any vehicle equipped and used as a sleeper or camper (excluding vehicles for the handicapped) must park in the northwest parking area only. They are restricted to one (1) overnight parking and must be removed by noon the next day.
2. All types of recreation vehicles, boats, wave runners, etc., trailers, motorcycles, mopeds and commercial vehicles will be logged in on Log Sheet. Include Unit Number/Name of owner.
3. Authorized entrants will be told that they may remain in Stonewood overnight only, and that the vehicle must be removed from the Stonewood complex by noon of the following day. (This restriction does not apply to motorcycles or mopeds.)
4. Authorized entrants will be directed to park in the northwest parking area near the tennis courts.

C. Commercial: Such vehicles may park in northwest and southwest parking areas only.

D. Moving Vans: All moving vans, both tractor/trailers and straight trucks, must park within the designated locations for each building. These areas will be marked and the Manager or his designee will guide the trucks to these locations. The Manager must approve any necessary deviations from these locations. (Please refer to Article VI for additional requirements and limitations to moving.)

E. Status Change: When a resident owner leases his/her unit, the resident owner now becomes a non-resident owner and as such, is no longer entitled to resident parking privileges. The non-resident owner shall voluntarily surrender his/her Stonewood resident parking pass to the office or gate guard, or in the event voluntary surrender does not occur, the gate guard is authorized to confiscate the parking pass as soon as possible.

In either of the above scenarios, the non-resident owner will be issued a guest parking pass and instructed to park in the visitor parking area. Upon his/her return to owner resident status, a resident owner parking pass will be issued.

Residing in Vehicles

Under no circumstance may any person or persons reside in any vehicle while it is parked on the premises.

### Unauthorized Parking

No covered parking space may be occupied by other than its owner or renter unless written authorization is provided to the Manager. Persons parking in stalls without authorization or for more than twenty (20) minutes in the loading zones will be issued a parking citation by the Gatekeeper and if not moved, will be towed from the premises at owner's/renter's risk and expense. Only residents shall park in front of A, B, C, D and recreation building in spaces marked "Resident's Only." Violations will be issued a parking citation.

### Handicap Parking

Handicap parking areas have been clearly marked. Vehicles parked in these areas must display handicap permits or handicap license plates. Other vehicles will be towed at owner's risk and expense. Parking will be in accordance with Florida Statute Chapter 316.

### Loading Zones

Designed loading zones may be used by residents for periods not to exceed twenty (20) minutes.

### Garage Doors

For security reasons and appearance, garage doors must remain closed unless in use and a person is physically present. Lights must be turned off after use.

### Vehicle Repair

No major repairs may be made to any vehicle on the premises. For this purpose, any repair that takes over one (1) hour to complete is considered a major repair.

### Vehicle Washing

No vehicle may be washed on the premises except in the area designated near the car wash device in the northwest parking area.

### Commercial Vehicle Parking

While servicing buildings A and B, commercial vehicles may park in the spaces marked "Loading and Unloading" only while in process of loading or unloading. While servicing Building C and D, commercial vehicles may park adjacent to the building being serviced to unload or load. After unloading or loading has been completed, they may park in either the northwest or southwest parking lots bordering the woods.

### Vehicle Rule Enforcement

Gatekeepers are responsible for ensuring that all vehicle rules are observed, and when they can notify persons of infractions verbally, they will do so. However, Gatekeepers are authorized to issue a citation about a vehicle infraction and place the citation on the vehicle.

After an owner/residents' vehicle or that of their guest/visitor has been issued a citation and attempts were made to contact them, the vehicle shall be towed with prior notification to the Property Manager or, in the Managers absence, a member of the Board.

**ARTICLE VIII**  
**ANIMALS**

**Pet Restrictions**

One (1) pet (dog or cat) is allowed in any one unit. Pets shall not exceed thirty (30) pounds in weight. Fish and birds are acceptable. All dogs shall be registered with the Manager. Upon registration, an affidavit showing that the dogs' up-to-date inoculations ("shots") must be presented. Updates must be submitted when applicable. A one-time non-returnable registration fee of Seventy-Five Dollars (\$75.00) is required for dogs. If a dog dies and is replaced, a new registration fee applies. If a dog is simply replaced by another, the same applies.

**Visitors are not permitted to bring pets of any kind onto the condominium premises.**

**Service Animal Restrictions**

One service animal is allowed per resident per unit. Per ADA, a service animal is identified as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. All service animals shall be registered with the property manager. Upon registration, an affidavit showing that the animals' up-to-date inoculations ("shots") must be presented. Updates must be submitted when applicable.

**Support Animal Restrictions**

Other non-unique animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to as support animals) may be accommodated on a case-by-case basis. Supporting information from a licensed mental health care professional must be specific as to the individual with the disability as well as the assistance or therapeutic emotional support provided by the animal. All support animals shall be registered with the property manager. Upon registration, an affidavit showing that the animals' up-to-date inoculations ("shots"), where applicable, must be presented. Updates must be submitted when applicable.

**Control of:** For Pets, service animals, and emotional support animals permitted on the premises, the following shall apply:

- A. Pets, service animals, and emotional support animals may only be walked or curbed on the extreme west border grass areas adjacent to the forest. Animals shall not be kept, bred, or used in any unit for any commercial purpose. Animals shall not be allowed on any common element except in transit, or when carried or on a leash. Animals are allowed to be unleashed once inside the dog run once the gate has been secured. **At no time is any animal allowed in the pool or hot tub.**
- B. Owners must promptly remove all droppings of their pets, support animals, and emotional support animals while on the premises.
- C. Pet, service animal, and emotional support animal owners shall be responsible for the cost and expense or any repair or cleaning of common elements caused.

Should any pet, support animal, or emotional support animal cause a nuisance or unreasonable disturbance, the owner shall be notified immediately and either correct the situation or remove the animal from the premises.

## ARTICLE VIII

### PETS

(Addendum to add Service Dogs and Emotional Support Animals defined by ADA AND HUD (Fair Housing Act))

#### SERVICE DOGS

\*Highly trained to do a specific task or service for the disabled person.

\*Must be harnessed, leashed, tethered, or controlled effectively through voice, signal or other effective means.

\*Only two questions may be asked:

1. Is the dog a service animal required because of a disability; and
2. What work or task has the dog been trained to perform?

#### EMOTIONAL SUPPORT ANIMALS

\*Documents required for an ESA to prove requester is in need of its service.

1. An ESA letter from a mental health professional; (licensed therapists, psychologists and psychiatrists) to prove individual is in need of its service. The documented letter must be signed and printed using mental health professional's official letterhead. **The family doctor cannot prescribe an ESA since they are not considered a licensed mental health professional.**

#### ADDITIONAL FACTS

\*Fair Housing states that weight cannot be a reason to deny an ESA

\* ESAs are exempts from pet fees and pet rent.

**ARTICLE IX**  
**SWIMMING POOL AND HOT TUB AREAS**

**Pool and Hot Tub Hours**

The pool will be open 365 days per year. Normal pool hours, weather permitting, shall be from 9:00 A.M. until 10:00 P.M. From 8:00 A.M. until 9:00 A.M. the pool will be open for adult lap swimming.

**Animals**

At no time is any animal allowed in the pool or hot tub.

**Control, Swimming Pool**

No person under the age of thirteen (13) shall be permitted to use or remain in the pool area unless accompanied and constantly supervised by an adult.

**Hot Tub**

The hot tub is designated for quiet personal and therapeutic enjoyment of all residents. Parental presence and constant supervision is required when used by persons under the age of thirteen (13).

**Appeal**

Only swimming apparel manufactured or made as such (no cut-off trousers) may be worn in the swimming pool or hot tub areas. Wetsuits or similar apparel is not permitted at any time.

**Prohibited Conduct**

While in the swimming pool or hot tub areas, no person shall run or participate in roughhousing, splashing, loud, offensive, lewd or dangerous conduct. Running dives or jumping from the swimming pool sides are not permitted. Violators will be asked to leave immediately.

**Prohibited Objects**

Products such as soap and bubble bath are strictly prohibited. Rafts, surfboards, snorkeling, scuba gear, balls and toys that interfere with other swimmers are not permitted. Small individual flotation devices that do not interfere with other swimmers may be utilized in the swimming pool. Under no circumstances are pets or bicycles allowed in the swimming pool or hot tub areas. Tar, sand and suntan products must be removed and a shower taken prior to entering the swimming pool or hot tub. Radios or other electronic sound devices may be used in the swimming pool area provided they are not audible to anyone other than the user.

### **Food and Beverages**

No glass containers for food or beverage of any type are allowed in the swimming pool or hot tub areas. Non-glass food and beverages containers are allowed. However, the consumption of food is not allowed within 4 feet of the edge of the swimming pool or hot tub.

### **Health Regulations**

In accordance with public regulations, any person having an infectious or communicable disease shall not be permitted in either the swimming pool or hot tub at any time. Spitting, spouting, nose-blowing, etc. are not permitted. Chemicals in the swimming pool and hot tub at Stonewood are maintained at recommended levels and checked on a daily basis. Diaper users shall wear diapers designed specifically for swimming use.

### **Identification**

The Manager, any other member of the condominium staff, association members or the gate attendant on duty is authorized to require any person in the swimming pool or hot tub areas to identify himself/herself by name, age, unit number and if guest, to give the name and unit number of host.

### **Safety**

Swimming pool life preservers and lifelines must be in place at all times. These life preservers are not to be used as recreational flotation devices.

### **Limits**

Swimming pool maximum persons' limit is 38. Hot tub maximum persons' limit is 10.

### **Temperature Control**

The Management attempts to stabilize the temperature in the swimming pool at 86 degrees and the hot tub at 104 degrees.



Revised March 12, 2020

**ARTICLE X**  
**RECREATION BUILDING**

**General**

The recreation building consists of the Manager's office, clubhouse, exercise room, sauna and kitchen. Smoking is NOT allowed in any of these areas. (see Article V above). Hours of operation are 6:00 A.M. to 10:00 P.M. seven days a week except for the exercise room and sauna which will be open 24/7. Access during non-office hours is by the common area key. His or her parent or guardian must accompany a child under the age of 13. The premises are monitored by closed circuit security cameras 24/7.

**Management Offices**

The Manager's Office is off limits to residents and guests except during office hours when occupied by management personnel.

**Banquet Room**

The Banquet Room may be reserved on a first come, first serve basis by notifying the Manager's office. It is necessary to fill out the proper forms for a private affair. This room is a common element for the use and enjoyment of all residents. Basically, there are three ways the room may be reserved:

1. The Stonewood Club may reserve the Banquet Room for social and other events for the benefit of Stonewood residents.
2. An occupant owner or renter may reserve the Banquet Room for a private function by filling out and submitting the proper form, "Banquet Room-Reservation Request Use for Private Function", for approval at least one week in advance.
3. If you, the resident host, serve alcohol, you may be held responsible for anything that may happen.

When an occupant owner or resident reserves the Banquet Room, it must be for an event that his or her immediate family is hosting. The following rules apply:

- A. The underlying intention for an event must be enjoyment, education, and/or development as opposed to an event with a basic purpose of business profit. The room is not to be used in conjunction with business, social clubs, schools, churches, or other such organizational related activities. The Board of Administration reserves the right to approve or disapprove any request for private use of the Banquet Room.
- B. A host is one who resides over an event and must be present in the room until all guests have departed.
- C. The maximum number of persons per function shall not exceed eighty (80).
- D. If 80% or more of the attendees to a function are Stonewood residents, a deposit of Two Hundred Fifty Dollars (\$250.00) is required. If less than 80% of the attendees are Stonewood residents, a deposit of \$1,000.00 will be required. This deposit must be paid at least one (1) week prior to the event for security against damage and cleaning costs. If there is no damage and the room is left in

a clean and orderly manner, the deposit will be returned. No deposit is required for Stonewood activities to which all residents are publicly invited.

*Refer to Procedure #35 Policy for Reserving the Banquet Room.*

- E. For functions, other than group Stonewood activities, a list of all attendees will be provided to the Manager. If more than fifteen (15) cars are expected, a non-refundable charge of Forty Dollars (\$40.00) will apply to procure an extra guard to assist in parking.
- F. Nothing is to be attached to any of the walls or surfaces, unless approved by the Manager.
- G. The Banquet Room is the only recreation facility that may be reserved. Other facilities are on a first come, first serve basis.
- H. Bathing suits and bare feet are not allowed in the Banquet Room.
- I. If any discrepancies are found relative to the cleanliness and/or damage caused by the function, the security deposit will be withheld until all costs have been met. Any damage more than the deposit will be the responsibility of the host and the owner of the unit.

#### Exercise Room

The Exercise Room offers residents the opportunity to maintain a healthy life style. However, improper or unauthorized use of equipment can cause serious injury. Therefore, his/her parent or guardian must continuously supervise each child under the age of 16. The Condominium Association takes no responsibility for any liability using this facility. Any individual with a history of medical problems should use this facility only after consulting with a physician.

#### Sauna Room

The Sauna Room can be dangerous to the health and safety of users. Safety precautions must be used at all times.

- A. All lights and electrical power must be turned off when not in use at all times.
- B. No food or beverages are permitted.
- C. Use will be limited to thirty (30) minutes.
- D. Any child under the age of sixteen (16) must be accompanied by his/her parent or guardian.

STONEWOOD TOWERS PROCEDURE NO. 4

Subject: Payments and Delinquent Accounts

Purpose: In accordance with the authority vested in the Board of Administration as contained in Article VII, BOARD POLICY, Declaration of Condominium, as amended February 9, 1987, with regard to the collection of monthly maintenance fees, special assessments, and late charges, procedures are established as indicated herein:

1. Monthly maintenance fees are due and payable on the 1<sup>st</sup> day of each month and shall be considered delinquent if not paid by the end of the 10<sup>th</sup> day of that month. After the 10<sup>th</sup> day, a late charge of \$25.00 will be added to the fee. Interest accruing at the rate of 18% per annum or the maximum rate allowed by law, computed on a daily basis, will be added to the delinquent account beginning 31 days after the initial due date. Beginning January 1, 2021 no monthly maintenance fee payments will be accepted or processed by the office at Stonewood.
2. Any special assessment will contain a "due date" and provide a ten day grace period, after which the account shall be considered delinquent. Late charges shall be applied in the same manner as stated in the above paragraph. After the 10<sup>th</sup> day, a late charge of \$25.00 will be added to the assessment. Interest accruing at the rate of 18% per annum, or the maximum rate allowed by law computed on a daily basis, will be added to the delinquent account beginning 31 days after the initial due date. Any payment received will be applied first to any interest accrued, then to the late fee, then to any costs, such as reasonable attorney's fee incurred in collections, and last to the unpaid balance of the delinquent account.
3. Liens will be recorded against the property of any owner whose account is delinquent more than 60 days. Action to foreclose the lien shall be taken within 6 months of the delinquency or within 90 days of notice of contest of lien by unit owner(s) as prescribed in Article VII of the Declaration of Condominium.
4. In addition to the above, the Board shall not approve the leasing or renewal of a lease for any unit with a delinquent account.

November 12, 2020

## STONEWOOD TOWERS PROCEDURE NO. 7

Subject: Policy and Procedure for the Removal of Carpeting and Tile from Finished Balconies

### Background:

According to the Condominium Documents "Balconies are common elements limited to the use of the adjacent unit". As such their maintenance and repair is the responsibility of the Association.

The Board of the Stonewood Condominium HOA, in their ongoing commitment to improving and maintaining the structural integrity of the concrete of the balconies and walkways, hereby adopts the following regarding balconies:

1. At no point are any carpeting or astro-turf type products allowed on the balconies. If any said products are currently present, the Association shall immediately notify the owner in writing by certified notice to give the owner a specified time to remove those items.
2. Furthermore, effective immediately, installation of any tile on the balconies shall be prohibited. No action plans regarding the installation of tiles on balconies going forward will be approved by the office or The Board. Any unapproved installation of tiles on balconies shall be removed immediately at owners' expense. Any tile currently on balconies does not have to be removed at this time unless it has been determined that there is concrete damage underneath. At that point in time it shall not be replaced with tile. All balconies that require work that impacts the flooring shall have the flooring replaced with the uniform coating being provided that will have a faux grout line giving it a tile look.
3. If after the prescribed date has passed and the unit owner still has not complied, a second letter shall be sent to the owner advising the date and time the items will be removed by maintenance personnel supervised by the Condominium Manager. A bill for the removal will be given to the owner at that time. Nonpayment of that bill will be governed by Chapter XXV of the Condominium Documents Remedies.

July 19, 2023

STONEWOOD TOWERS PROCEDURE NO. 9

Subject: Tennis and Pickleball Courts

All owners, renters, immediate families and/or guests are eligible to reserve court time.

A schedule will be placed at the courts every Friday afternoon for the following week for those who wish to reserve a court.

The following will apply for reserving courts:

Instruction will be on court 3 only. Court 3 is the western most court (closest to A1A).

If an instructor is providing lessons for a fee, all participants and the instructor must sign the release of liability. This is available in the office.

Court reservations may be up to 2 hours per day.

Reservations are void if the players do not show up within 15 minutes of the start time.

To ensure their playing time, players should record their reservation on the schedule.

It's expected that owners and renters will be responsible for the actions of their guests and visitors while on the courts as well as their own actions.

Visitors participating in play on the courts must be accompanied by their resident host.

All players are expected to follow good sports etiquette and behavior while on the courts, and to clean up their area before leaving the courts.

FOR THE BOARD OF ADMINISTRATION

Bernard Mara

President

Distribution: All Owners

STONEWOOD TOWERS PROCEDURE NO. 30  
HURRICANE EVACUATION

1. This procedure is to be implemented whenever a legal evacuation order has been received for this area. Local authorities will establish the evacuation deadline which is usually 24 hours before the hurricane's arrival. All provisions of this procedure will be completed and all employees will be released before the evacuation deadline. The elevators will be inactivated 15 minutes before the deadline.
2. The purpose of the procedure is to provide maximum assurance to those who follow the evacuation order that the foremost priority is being taken to protect their lives and property.
3. The Manager will notify all units that this evacuation plan will be implemented by placing notices on the bulletin board and in all elevators. In addition, this notice should:
  - a. remind them to clear all furniture from the balconies if they have no shutters
  - b. remind them to turn off water in their units
  - c. Urge all to leave and caution them if they stay, they will be without elevators and possibly without water and electricity, and they will assume all associated liability and risks if safety precludes first responders from responding to emergency calls for help.

The Manager will also provide these instructions over the B-Building intercom

PROCEDURE:

1. Water: Booster pumps will remain on.
2. Elevators: 15 minutes prior to the evacuation deadline, the A, B, and CD Building elevators will be parked on the top floors to reduce the chance of elevator damage if the bottom floors become flooded and water pours down the elevator shafts.
3. Gas: Shut gas supply OFF to the pool and spa.
4. Electric:
  - Shut power OFF to pool and spa pumps.
  - Shut power OFF to sprinkler pumps and CLOSE valve to well system.
  - Place entrance gate arms in the UP position and shut all power OFF.
  - Check "H" Garage sump pumps.
5. Emergency Generator: Check fuel level and do a 15 minute run-up check.
6. Secure Grounds:
  - Remove flag from flag pole.
  - Remove all loose articles from property mirrors, recycle containers, benches, etc.
  - Store pool furniture and lock the pool gate.
  - Remove tennis court wind screen.
  - Tie dumpster doors shut.
  - Any loose articles may be stored in the pump room.

7. Office: Place at a remote location all documents necessary to operate the condo office (personnel, financial, insurance, computer records, etc.)

8. When Brevard County Emergency Management Office authorizes reoccupation of the Barrier Islands, Condominium employees shall immediately return to the property and reverse action taken prior to evacuation. When utilities are available and elevators operational, the Manager shall place a message on the Condominium Office phone stating "The property is ready for occupancy."

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## Brevard County Emergency Management

[www.cityofcocoabeach.com/348/emergencymanagement](http://www.cityofcocoabeach.com/348/emergencymanagement)

<https://www.cityofcocoabeach.com/260/Emergency-Preparedness>

Special needs Registry 321.637.6670

STONEWOOD TOWERS PROCEDURE NO. 35

Subject:

Policies for Reserving the Banquet Room and for holding group common element activities

Purpose:

This Policy is published to outline the proper method to reserve the Banquet Room as well as to register for other types of group activities on Stonewood common elements. It also outlines who has the right to reserve the Banquet Room for general use, as well as for a private affair. *The resident making the reservation is ultimately responsible for the behavior of the guests and for the integrity of Stonewood property, for ensuring all participants sign any necessary waivers, and will be held liable for any breach of this trust.*

Banquet Room:

The Banquet Room area may be reserved on a first come, first serve basis by notifying the Manager's office. It is necessary to fill out the proper forms for a private affair. This room is a common element for the use and enjoyment of all residents. Basically there are two ways the room may be reserved:

1. The Stonewood Club may reserve the Banquet Room for social and other events for the benefit of Stonewood Towers residents. While no damage deposit is required for Stonewood Club activities (per Procedure 33), a waiver must be signed by all participants.
2. *Individual occupant owners or renters may also reserve the Banquet Room for a private function by filling out the attached Banquet Room Reservation Request Form for a Private Function. This form must be filled out and submitted to the Manager's office at least one week in advance. If liquor is being served, a Host Liquor License liability insurance must be purchased and a copy presented to the Manager, in order to reserve the Banquet Room for the event. This requirement may be waived by the Manager at the Board of Administration's discretion. If it is certified that no alcohol is being served, no Host Liquor license insurance is required.\*\**

*The maximum number of persons per function shall not exceed Eighty (80). If 80% or more of the attendees to a function are Stonewood residents, a deposit of Two Hundred Fifty Dollars (\$250.00) is required. If less than 80% of the attendees are Stonewood residents, a deposit of \$1,000.00 will be required. This deposit must be paid at least one (1) week prior to the event for security against damage and cleaning costs. If there is no damage and the room is left in a clean and orderly manner, the deposit will be returned. No deposit is required for Stonewood activities to which all residents are publicly invited.*

For any group activities not associated with The Stonewood Club in or on the facilities, amenities, and/or common elements of the Stonewood Towers Condominium Association premises, the facilitator or organizer of the event is responsible for having all attendees sign the attached waiver.

\*\*The Board of Administration reserves the right to disapprove any request for private use of the Banquet Room that is contrary to Florida Law, the Stonewood Association Documents, Rules and Procedures established by the Board of Administration. The request may also be denied if the required deposits, proof of insurance and/or other required information are not provided.



Attached: Form – Banquet Room – Reservation Request Use for Private Functions, Hold Harmless Agreement, Guest List, and Stonewood Towers Condominium Association, Inc Waiver.

BANQUET ROOM – RESERVATION REQUEST  
USE FOR PRIVATE FUNCTIONS

The undersigned Owner/Renter of Stonewood Towers requests to reserve the Recreation Building Banquet Room for a Private Function not open to the general Condo population and whereas, more than 20% of the attendees are not owners or approved renters of the Stonewood Condo. Association.

Name of Owner/Tenant \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date of Function: \_\_\_\_\_ Time Start: \_\_\_\_\_ End: \_\_\_\_\_

Estimated # of guests: \_\_\_\_\_ Estimated # of Cars: \_\_\_\_\_

Type of Function \_\_\_\_\_

Will alcohol be served \_\_\_\_\_ Will children be present \_\_\_\_\_

**EXCERPTS FROM STONEWOOD ASSOCIATION HOUSE RULES (REV.2010)**

The Banquet Room may be reserved by an Owner or Renter on a first come, first serve basis. Once reserved, the Owner or Renter becomes the host, presides over the event and must be present in the Banquet Room until all guests have departed. The Maximum Number of attendees at the function shall not exceed 80 persons. The Banquet Room cannot be used for fund raising of any kind. The Board of Administration reserves the right to disapprove any request for private use if the purpose is in violation of Federal, State, Local laws, or in violation of Condominium documents and/or House Rules.

**The use of the Banquet Room does not give guests automatic access to any other facilities at Stonewood Towers. Please check with the office if you have questions. The host resident reserving the room is ultimately responsible for the behavior of the guests and for the integrity of Stonewood property. Any breach of this trust will result in forfeiture of your deposit.**

The following conditions are placed on Banquet Room usage.

- a. Turn in a list of all attendees to Condo Office the day before the event.
- b. A hired parking security guard is required for excess of fifteen (15) cars. A non-refundable deposit of \$40.00 is required.
- c. **If 80% or more of the attendees to a function are Stonewood residents, a deposit of Two Hundred Fifty Dollars (\$250.00) is required. If less than 80% of the attendees are Stonewood residents, a deposit of \$1,000.00 will be required. This deposit must be paid at least one (1) week prior to the event for security against damage and cleaning costs. If there is no damage and the room is left in a clean and orderly manner, the deposit will be returned. No deposit is required for Stonewood activities to which all residents are publicly invited.**
- d. At wedding receptions, NO RICE will be permitted. Only bird seed is allowed.

I FULLY ASSUME THE "HOST LIQUOR LAW LIABILITY". I ALSO CERTIFY THAT I HAVE PROPER LIABILITY INSURANCE AND HAVE ENCLOSED A COPY IF APPLICABLE. I AM FAMILIAR WITH AND WILL COMPLY WITH THE HOUSE RULES, ARTICLE X, PROCEDURE #35 AND ANY OTHER RULE THAT REFERENCES, OR IS ESTABLISHED FOR THE USE OF THE RECREATION BUILDING BANQUET ROOM.

Signature of Owner/Renter:

Unit Number \_\_\_\_\_

Today's Date: \_\_\_\_\_

Date Deposit was received (For office use only)

Manager's

Signature \_\_\_\_\_ Date \_\_\_\_\_

HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to indemnify Stonewood Towers Condominium Association, Inc., and hold it harmless from any loss or damages suffered on account of the use of the clubhouse complex on (Date): \_\_\_\_\_ by the undersigned and/or the undersigned's guests and invitees, liquor liability, "bodily injury", or "property damage" for which any insured may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Address)

Stonewood Towers  
Guest List

1	_____	41	_____
2	_____	42	_____
3	_____	43	_____
4	_____	44	_____
5	_____	45	_____
6	_____	46	_____
7	_____	47	_____
8	_____	48	_____
9	_____	49	_____
10	_____	50	_____
11	_____	51	_____
12	_____	52	_____
13	_____	53	_____
14	_____	54	_____
15	_____	55	_____
16	_____	56	_____
17	_____	57	_____
18	_____	58	_____
19	_____	59	_____
20	_____	60	_____
21	_____	61	_____
22	_____	62	_____
23	_____	63	_____
24	_____	64	_____
25	_____	65	_____
26	_____	66	_____
27	_____	67	_____
28	_____	68	_____
29	_____	69	_____
30	_____	70	_____
31	_____	71	_____
32	_____	72	_____
33	_____	73	_____
34	_____	74	_____
35	_____	75	_____
36	_____	76	_____
37	_____	77	_____
38	_____	78	_____
39	_____	79	_____
40	_____	80	_____

## Stonewood Towers Condominium Association, Inc.

### WAIVER

WHEREAS, I, on behalf of myself, my guests, and my minor children, as well as, for any minor children for whom I have the capacity to contract, hereby acknowledge and agree to the terms and conditions of this Waiver;

WHEREAS, my minor children and children for whom I have the capacity to contract shall hereinafter be referred to as "My Children";

WHEREAS, the terms "guests" and "My Guests" shall be defined to mean and include any individuals who are not owners, tenants or other residents of Units within the Stonewood Towers Condominium and:

1. whose right(s), ability and/or authority to be present at and/or use the facilities, amenities and/or common elements of the Stonewood Towers Condominium Association, Inc. (hereinafter referred to as the "Association") derives from my being an owner, tenant and/or resident of a Unit in Stonewood Towers Condominium; and/or
2. whose right(s), ability and/or authority to attend the Event(s), as that term is defined hereafter, derives from my being an owner, tenant and/or resident of Stonewood Towers Condominium;

WHEREAS, I desire to:

1. use and/or have my family members, My Children, and/or My Guests use the Association's facilities and/or amenities including, but not limited to, the pool, pool area, hot tub, sauna, fitness center, clubhouse, tennis courts, dog walk area, car wash, vacuum center and beach access area (hereinafter referred to as the "Amenities"); and/or
2. attend and/or participate in and/or have my family members, My Children, and/or My Guests attend and/or participate in event(s) [hereinafter referred to as the "Event(s)"] which will take place on the Stonewood Towers Condominium Association, Inc.'s common elements;

WHEREAS, I, My Children and My Guests who will be attending and/or participating in the Event(s), and/or who will be present at and/or using the Amenities shall collectively be referred to as "Attendees";

WHEREAS, as a condition of the Association permitting the Attendees to use the Amenities, as well as, attend and/or participate in the Event(s), I:

1. represent, commit and shall ensure that all Attendees shall follow and abide by the Association's Governing Documents, as well as, all of its rules, regulations and instructions (hereinafter sometimes collectively referred to as the "Restrictions") issued and/or endorsed by the Association;

2. acknowledge and agree that I am solely responsible for the safety and well-being of the Attendees while they are at and/or using the Amenities, as well as, while they are attending and/or participating in the Event(s);
3. acknowledge and agree that the Association expressly shall have no responsibility for the Attendees' safety and well-being, including at and while they are using the Amenities, as well as, while they are attending and/or participating in the Event(s); and
4. waive and release any and all claims I and/or My Children may have and/or acquire against the Association which in any way occur as a result of, on account of and/or arise from: (a) the Attendees' use of or being present at the Amenities, including any activities occurring thereat, as well as, in relation thereto; and (b) attending and/or participating in the Event(s); and
5. represent, commit and shall ensure that all Attendees shall not consume, sell, distribute alcohol and/or become intoxicated while they are at and/or using the Amenities, as well as, while they are attending the Event(s), participating in the Event(s) and/or are using any Association property in conjunction therewith;

WHEREAS, the Association assumes no responsibility for the Attendees, their personal property, safety and/or comfort while they are at and/or using the Amenities, as well as, while they are attending and/or participating in the Event(s);

WHEREAS, as a condition of the Association permitting the Attendees to use and/or be at the Amenities, as well as, attend and/or participate in the Event(s), I agree to hold the Association, its Management, and their respective owners, shareholders; members, officers, directors, agents, employees and assigns (hereinafter collectively referred to as the "Releasees") harmless from and indemnify them against any liability and/or damages arising from:

1. the Attendees being at and/or using the Amenities, as well as, their participating in and/or attending the Event(s);
2. any and all act(s), occurrence(s), accident(s), deficiency(ies) and/or impropriety(ies) which involve the Attendees that may occur at the Amenities, during their use by Attendees and/or which are in any way related to the Amenities;
3. any and all act(s), occurrence(s), accident(s), deficiency(ies) and/or impropriety(ies) which involve the Attendees that may occur at, during and/or which are in any way related to the Event(s);
4. any and all act(s), occurrence(s), accident(s), deficiency(ies) and/or impropriety(ies) which involve the Attendees use of the Amenities
5. the condition of the Amenities; and
6. any injury, illness, death or loss caused by or resulting from Attendees attending the Event(s), participating in the Event(s), being on and/or using the Amenities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees (as that term is defined hereafter) or any other cause;

WHEREAS, I understand the risk and hazards associated with the coronavirus, as well as, those associated with other communicable diseases and/or viruses, including but not limited to, illness and/or

death, and am familiar with, accept and agree to have the Attendees abide by the guidelines published by the Centers for Disease Control and Prevention, as well as, those published by the State of Florida and any applicable local government (hereinafter collectively referred to as the "Governmental Guidelines") while attending the Event(s) and/or using the Association's property;

I further acknowledge and understand that the circumstances and Governmental Guidelines regarding COVID-19, other communicable diseases and/or viruses can change from day to day and I accept full responsibility for familiarizing myself with the most recent updates and taking any and all precautions necessary to protect and ensure the Attendees personal safety. I further acknowledge and agree that the Association, its Board of Directors, its officers, its managers and its employees have not and do not warrant that any steps any of them have taken or hereafter may take to post signage, promote capacity limitations, social distancing, sanitation, disinfection and/or other measures they implement necessarily meet all applicable Governmental Guidelines that may be in effect from time to time or that whatever measures all or any of them may take: (i) will reduce the likelihood of or prevent the transmission of COVID-19 and/or other viruses and/or other communicable diseases to Attendees; and/or (ii) will reduce any other dangers or the risk of harm to Attendees;

WHEREAS, Notwithstanding the risks associated with COVID-19, other viruses and communicable diseases, as well as, all other hazards, which I readily acknowledge, I hereby willingly choose to:

1. attend and/or participate in the Event(s), as well as, authorize and choose to permit My Guests and My Children to attend and/or participate in the Event(s); and
2. be present at and/or use the Amenities, as well as, authorize and choose to permit My Guests and My Children to be present at and/or use the Amenities;

WHEREAS, I understand that accidents or illness can occur while using the Amenities and/or attending and/or participating in the Event(s) and that such might result from Attendees' and/or the Releasees' actions, inactions, or negligence, the Association's failure to follow and/or fulfill its Restrictions, the actions, inactions, or negligence of others, and/or the conditions of the Amenities. Further, I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I agree and attest to the fact(s) that the Attendees:

1. are fully capable of properly and safely attending the Event(s), as well as, being present at and/or using the Association's Amenities; and
2. are in excellent health, and are fully capable of understanding and handling the hazards and conditions associated with attending the Event(s) and/or being present at and/or using the Amenities;

WHEREAS, I acknowledge and fully assume the risk of injury, illness, loss and/or death related to and/or resulting from COVID-19, other viruses, communicable diseases and any and all other hazards caused by, as a result of and/or associated with Attendees and other individuals being present at any of the Event(s) and/or participating in same, as well as, Attendees being present at and/or using the Amenities and hereby RELEASE, WAIVE, AND DISCHARGE, on behalf of myself and My Children, the Releasees from any liability related to, caused by and/or associated with:

1. any and all hazards Attendees may encounter as a result of Attendees attending the Event(s), participating in same, and/or being present at and/or using the Amenities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause;



2. COVID-19, other viruses, communicable diseases, illnesses, and/or death Attendees may contract and/or suffer from and/or as a result of Attendees attending the Event(s), participating in same and/or being present at and/or using the Amenities whether or not such illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause;
3. Injuries Attendees may sustain as a result of Attendees attending the Event(s), participating in same, and/or being present at and/or using the Amenities whether or not such injuries were caused by or resulted from the negligence of the Releasees or other cause.
4. Deaths of the Attendees as a result of Attendees attending the Event(s), participating in same, and/or being present at and/or using the Amenities whether or not such deaths were caused by or resulted from the negligence of the Releasees or other cause.
5. Losses Attendees may sustain as a result of Attendees attending the Event(s), participating in same, and/or being present at and/or using the Amenities whether or not such losses were caused by or resulted from the negligence of the Releasees or other cause.

WHEREAS, 1 through 5 immediately above shall collectively hereafter be referred to as the "Hazards".

WHEREAS, I further COVENANT NOT TO SUE on behalf of myself and My Children, the Releasees for any liability related to, caused by and/or associated with the Hazards.

WHEREAS, I agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of, relating to, caused by and/or associated with, directly or indirectly, the Hazards.

I UNDERSTAND THAT THE INDEMNITY AND HOLD HARMLESS PROVISION(S) HEREIN CONSTITUTES MY ACCEPTANCE OF LEGAL RESPONSIBILITY FOR AND MY AGREEMENT TO PAY FOR ANY LOSS, CLAIMS OR LAWSUITS AGAINST ANY RELEASEE ARISING FROM ATTENDEES ATTENDING THE EVENT(S) AND/OR PARTICIPATING IN THE EVENT(S), AS WELL AS, ATTENDEES BEING PRESENT AT AND/OR USING THE AMENITIES;

WHEREAS, I further agree not to sue, claim against, attach the property of or prosecute the Releasees for any injury, illness, death or loss caused by or resulting from Attendees attending and/or participating in the Event(s), as well as, from Attendees being on and/or using the Amenities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause; and

WHEREAS, It is my express intent that this Waiver shall bind any and all of my heirs and personal representatives, and shall be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named Releasees, regardless of the basis for such claim, including any claim based on negligence of any Releasee or the negligence of others. This Waiver and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS WAIVER. I ACKNOWLEDGE THAT THIS WAIVER IN ITS ENTIRETY WAS EXPRESSLY

NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY ASSOCIATION TO ATTEND AND/OR PARTICIPATE IN THE EVENT(S), AS WELL AS, ATTENDEES, BEING PRESENT ON AND/OR USING THE AMENITIES.

IN SIGNING THIS WAIVER, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER IN ITS ENTIRETY, AND I UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN WAIVER, HAVE BEEN MADE BY ANY PERSON OR ENTITY WITH RESPECT TO THE MATTERS SET FORTH HEREIN.

NOW THEREFORE, in consideration of the conditions and premises set forth above, and in consideration of the Association permitting the Attendees to attend and/or participate in the Event(s) and/or be present on and/or use the Amenities, I hereby agree as follows:

1. to all the terms, provisions and conditions hereof;
2. the above recitals are true, correct, binding and enforceable;
3. to indemnify the Releasees and hold them harmless from any and all damages, injuries, liabilities, lawsuits, claims, demands, suits, actions, expenses, damages and attorney fees which arise out of any injury, illness, death or loss caused by, associated with or resulting from Attendees attending the Event(s), participating in the Event(s), being at and/or using the Amenities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause;
4. to defend any and all actions, suits and/or proceedings which may be brought against the Releasees and/or in which the Releasees may be named as a party arising out of Attendees attending the Event(s), participating in the Event(s), being at and/or using the Amenities;
5. to satisfy, pay and discharge any and all judgments, orders, and decrees that may be entered against any and all of the Releasees in any action or proceeding to which any of the Releasees may be made a party or otherwise arising out of Attendees attending the Event(s), participating in the Event(s), being at and/or using the Amenities;
6. to be responsible and liable for any and all liabilities, known or unknown, incidental and/or consequential which are in any way connected with and/or attributable in any way to Attendees' attending the Event(s), participating in the Event(s), being at and/or using the Amenities;
7. each and every provision herein shall inure to the Association and the other Releasees;
8. Words in the singular include the plural, and the plural include the singular. The word "or" is not exclusive and the word "and" may be conjunctive or disjunctive in the sole and absolute discretion of the Association. The phrase "and/or" shall apply to and include both the conjunctive and disjunctive.

9. If any one or more of the provisions contained in this Waiver is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion thereof shall be deemed stricken.
10. all pronouns and their variations shall be deemed to refer to the masculine, feminine or neuter, and to be singular or plural, as appropriate.

IN WITNESS WHEREOF, I have signed this Waiver on the date set forth below.

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

DATE: \_\_\_\_\_, 20\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAMES OF MINOR CHILD(REN):  
\_\_\_\_\_  
\_\_\_\_\_

NAMES OF MINOR CHILD(REN):  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

DATE: \_\_\_\_\_, 20\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAMES OF MINOR CHILD(REN):  
\_\_\_\_\_  
\_\_\_\_\_

NAMES OF MINOR CHILD(REN):  
\_\_\_\_\_  
\_\_\_\_\_

STONEWOOD TOWERS PROCEDURE NO. 44

SUBJECT: Use of A/C Access Room

POLICY: The following procedure was originally developed using guidelines provided by the CBFD Fire Inspector circa 2014.

1. Rooms with electric meters shall not be used for storage. These are on floors 3, 7, 11, and 16. The ground floor and second floor a/c access rooms are also unavailable for use as storage rooms.
2. All other a/c access rooms may be used for limited storage based on the following guidelines:
  - a.) A line is to be painted on the floor of each access room marking a passageway from the walkway door to a/c area. No items are permitted in the passageway.
  - b.) Storage items shall be neatly packaged or placed in bins and must be clearly marked with the unit number and name of owner.
  - c.) No hazardous material or highly combustible items such as paint or chemicals are to be stored. Building or construction supplies are also not allowed.
  - d.) No large items such as household furniture, appliances, etc. are to be stored in these rooms.
  - e.) Per Article VI bicycles are not permitted to be stored in the a/c storage rooms.
3. Meter rooms will display a sign indicating that this is not a storage room and any item left will be disposed of.
4. The rooms should be inspected by the property manager, or his/her representative to ensure compliance. The manager and board reserve the right to remove any item not deemed appropriate by them or the Fire Inspector. Failure to comply with the guidelines listed above shall result in action by The Board or the property manager pursuant to Procedure 28.