



Advisory

Please note that Windjammer Condominium Association (**WCA**) is **NOT** an APARTMENT COMPLEX **NOR** does the WCA, or its staff, serve as a RENTAL OFFICE REAL ESTATE AGENCY or RENTALS BROKERAGE in any capacity! Our primary role, as defined by the association's corporate bylaws, is to maintain the common grounds and enforce its **RULES AND REGULATIONS** on behalf of the Associations Legal Owners Membership.

Please also be advised that if you are looking to purchase a condo unit or establish a tenant relationship with an existing Windjammer Condominium owner in Good Standing, any such units that may or may not be presently available for lease or sale through the owners, either directly or indirectly, through their assigned and approved leasing and or sales agents are posted on the association public website at: www.windjammerportal.com; under the "For Sale or For Lease" sections of the website—complete with pictures, general terms, prices, contract information, etc.

After reviewing this information, and you are able to locate an available unit for lease or sale, and you make all arrangements to meet here, onsite at the WCA office, with the owner or lessor, for the sole purpose of inspecting and learning more about such a sale or rental opportunity, and then decide to subsequently select and come to amendable terms for said purchase or lease (minimum lease period of 7 months or more), then it would be at this point in the process, after all of the required Windjammer forms and paperwork is completed (which the owner or lessor would have previously provided to you and of which they would have already again met with you and verified that you completed them correctly and in full) that they would then call our office on your behalf to establish an appointment for the purpose of you bringing in all of the completed paperwork, along with your signed consent form and all fee's necessary to perform the required combined multistate domestic and international criminal background and credit check, for a fee of \$100.00, at your cost, for all proposed legal new owners and or rental occupants that are 18 years of age or older. Note: Married couples are required to pay only \$100.00 total for both the husband and wife since they are jointly legally bound; however, any of their children, family members or friends that would also be residents here with them, and whom are over the age of 18, would also be required to pay the \$100 fee as well.

If all requisite background and credit checks come back favorable and meet the board's approval criteria—i.e. No convicted felonies, insufficient credit score, or other information indicating risk that the potential owners or tenant in question does not have the financial means to pay their monthly condo fees and or rent or have previous history indicating eviction actions, etc.—then your folder, with all completed and signed Windjammer paperwork, will be presented to the Board of Directors for approval (usually this can be turned around in less than 3 business days, provided that all the paperwork is completed in full and returned timely). If your purchase or rental application is approved, we will then schedule with you to complete your process of further information disclosures and any additional items that need to be covered, such as:

- Child Waivers (if necessary)
- Biographic Data Entered Into our Computer Systems
- Property Deed & Owner Required Insurance Policy Filed, etc.
- Rules & Regulations (windows/screens treatments, noise, visitors & guest, acceptable behavior, etc.)
- Emergency Door Key Copy Obtained
- Home Advisor Visit Scheduled (Fire Alarms, Electrical Panel, AC Filters, etc.)
- Parking Permits & Car Registrations
- Automobile Gate Access RF Transmitter Purchases
- Windjammer Security ID's RF Card Purchases
- Photo Taken & Copies made of Driver's License, Passports, etc.
- Specific information on use and access to the Gym, Pool, Grills, Gates, Doors, Clubhouse, Trash, etc.

Applicant's Signature: _____ Date: _____



APPLICATION COMPLETION HELP

DISCLOSURE: The Windjammer Condominium Association (**WCA**) told me that they do not act as lawyers and may not give any legal advice or represent me in court and cannot tell me what my rights or remedies are or how to testify in court. **WCA** also told me that they may only help me fill out a form by asking me factual questions regarding this application. **WCA** may also tell me how to fill out the forms.

Applicant:

☐ I can read English

☐ I cannot read English

☐ This was read to me by _____ in the _____ language.
(Print Name)

Date: _____ Applicant: _____
Signature

Print Name

Person who helped with the attached forms:

Advisor's Signature Print Name Date



Windjammer Application

Unit# _____ Date _____

Applicant's Name (Print): _____

Social Security #: _____

Date of Birth: _____

License #: _____ State License was Issued: _____

Phone Number: _____ Email: _____

Current Address: _____

City: _____ State: _____ Zip: _____

Present Landlord: _____

Landlord's Phone Number: _____

Previous Address: _____

City: _____ State: _____ Zip: _____

Previous Landlord's Phone Number: _____

Can you provide 3 paystubs for proof of income? Yes No

Current Monthly Income: \$ _____ **Current Monthly Rent:** \$ _____

Current Employer: _____ **Supervisor's Name:** _____

Supervisor's Phone Number: _____

Personal References 1: _____ Phone: _____

Relationship: _____ Length of Time: _____ years

Personal References 2: _____ Phone: _____

Relationship: _____ Length of Time: _____ years

Other Occupants That Will Be Living with You:

Name: _____ Date of Birth: ____/____/____

Name: _____ Date of Birth: ____/____/____

Name: _____ Date of Birth: ____/____/____



Have you even been convicted of a felony? ☐Yes No☐

Have you ever been evicted? ☐Yes No☐

Vehicle Information 1: Make: _____ Model: _____ Color: _____

Vehicle License Plate number: _____

Vehicle Information 2: Make: _____ Model: _____ Color: _____

Vehicle License Plate number: _____

Emergency contact #1: _____ Phone #: _____

Email(s): _____

Emergency contact #2: _____ Phone #: _____

Email(s): _____

The above is true and accurate to the best of my knowledge and is provided to Windjammer Condominium Association St Pete, Inc. with full knowledge that the Association may investigate any information so provided. It is also understood that should the application not be completely or accurately filled out and properly signed, it may be returned not processed and not approved. **FALSIFICATION CONTAINED HEREIN WILL RESULT IN IMMEDIATE REJECTION. I/WE CERTIFY THAT I/WE HAVE BEEN PROVIDED WITH, HAVE READ, UNDERSTAND AND PLEDGE COMPLIANCE WITH THE DOCUMENTS LISTED ABOVE OF WINDJAMMER CONDOMINIUM ASSOCIATION ST PETE, INC.**

Applicant's Signature: _____ Date: _____

ASSOCIATION'S PROVISIONAL APPROVAL: ☐Granted Denied☐

Association Signature: _____ Date: _____



Application Declarations and Authorizations

Accurate Information. You declare that all of your statements on the accompanying application and any supplemental information are true and correct. If you fail to fully and completely answer any question or give false information, we may reject the application, and retain all application fees as liquidated damages for our time and expense. Giving false information is a serious criminal offense.

Authorization. You do hereby authorize the Windjammer Condominium Association to verify all information related to this application, through any means, including but not limited to: Straight Arrow Screening, consumer reporting agencies, public record resources, and any other rental housing owners.

In the event that anything contained, described or referenced herein is in conflict with any additional document, this document will be controlling.

Applicant's Name (Print)

Applicant's Signature

Date



Children's Waiver

☐ I do not have kids.

☐ I do not have a Legal Guardian.

☐ I, _____, of Unit # _____, hereby give permission to
(Print Name(s))
_____ (Relationship: _____) to act as Legal
(Print Name)
Guardian for my child/children _____ when utilizing
(Print Name(s))
common grounds and facilities on Windjammer property.

I agree to make sure that the assignee knows the Rules and Regulations which govern Windjammer and they will abide by all.

Pet Information

Do you own a cat or dog that will be living in the complex: ☐ No ☐ Yes

Number of Dogs/Cats: _____

Pet Name(s): _____

Breed(s) and Weight(s): _____

Has your pet(s) had its current and appropriate shots and vaccinations done: ☐ No ☐ Yes

Do you own a cat or dog that will be living in the complex, that you can provide legal proof stating your medical need thereof: ☐ No ☐ Yes

In case of emergency or nuisance, contact: _____ Phone: _____



WINDJAMMER PET POLICY

- Only **Owners** living at Windjammer are allowed one (1) pet under twenty-five (25) pounds.
- Tenants are **NOT** allowed pets. (Fish are allowed with owner's approval.)
- Leash Laws apply to all.
- **MUST** Pick-up all animal waste.
- No pets are allowed to be left with a Tenant or Owner already owning a pet on an overnight basis.
- Any Owner with more than one (1) pet is in violation.
- A Tenant with a pet is in violation, unless there is medical permission with proven documentation.
- Do not feed the wild (feral) cats.
- Violation of these rules are grounds for the Owners to be fined and for the Tenant to be **evicted**.

By Order of the Board of Directors
Windjammer Condominium

Tenant's signature: _____ Date: _____

With this signature, I accept the above rules for Unit _____

Print Name: _____



New Tenant Policy

Windjammer has a zero-tolerance policy for any new tenants that current tenants invite to live with them, without first completing Windjammer's mandatory screening process. All new tenants, over the age of 18, must be willing to conduct a credit and criminal report, along with a Windjammer application and interview, before being accepted as a new tenant in the Windjammer condominium complex. All applicants are required to pay a \$100 processing fee and their acceptance as a new tenant is at the sole discretion of Windjammer's board of directors.

In other words, current tenants cannot invite new tenants (friends, boyfriends, girlfriends, family members, etc.) to live with them unless they first complete Windjammer's screening process and pay the mandatory \$100 application processing fee. If approved, the new tenant will then get their Windjammer ID card, which costs an additional \$25, and will go through the orientation process, where they are required to read, understand and sign off on Windjammer's Rules and Regulations, among other essential documents.

Failure to follow this policy can result in fines and/or trespassing warrants being issued against any new tenant who does not complete the proper screening process!

Signature

Print Name

Date



WINDJAMMER SMOKING & VAPING POLICY

- To promote a clean, healthy, and harmonious living environment, the following restrictions on smoking and vaping are hereby implemented:
 - Prohibited Areas - Smoking and vaping are strictly prohibited in all common element areas, including but not limited to the following:
 - Breezeways
 - Walkways
 - Pool Deck
 - The Association's Offices
 - Smoking and vaping are also prohibited on patios and balconies of units, as these areas are considered limited common elements where smoking may can negatively affect neighboring residents.
- Unit-Specific Restrictions -**
- Smoking inside units is allowed; however, smoking or vaping that generates excessive smoke, fumes, or odors, which interfere with the peaceful enjoyment of other units, is prohibited.
 - This includes, but is not limited to, smoke that travels through shared walls, ventilation systems, or open windows and doors.
 - Application of Restrictions - These restrictions shall be communicated to all residents, tenants, and guests. Owners are responsible for ensuring that their tenants and guests comply with these restrictions.

By Order of the Board of Directors
Windjammer Condominium

Print Name(s): _____ Date: _____

With this signature, I accept the above rules for Unit # _____

Tenant/Legally Authorized Representative's Signature: _____

Tenant/Legally Authorized Representative's Signature: _____



UNIFORM LEASE ADDENDUM AGREEMENT—Pg. 1 of 3

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, between Windjammer Condominium Association—St. Pete, Inc. (hereinafter referred to as the "Association"); and _____, whose mailing address is _____ (hereinafter referred to as "Owner"); and _____ (hereinafter referred to as "Tenant").

WHEREAS, Owner, is the Owner of unit _____, located in Windjammer, a Condominium Association, pursuant to that certain Declaration, originally recorded in Official Records Book 7935, Page 465, Pinellas County Public Records; and

WHEREAS, Owner wishes to lease said Unit to Tenant for a lease term commencing _____ and expiring _____; and

WHEREAS, Tenant seeks to take possession under such lease; and

WHEREAS, the foregoing Declaration permits the Association to approve leases and requires a substantially uniform lease be used; and

WHEREAS, the Association has adopted this Uniform Lease Addendum Agreement for all tenancies in the Windjammer Condominium (the "Condominium"), which contains certain provisions to protect the Association and residents within the Condominium from certain events associated with the lease; and

WHEREAS, this Uniform Lease Addendum Agreement has been adopted by the Board of Directors of the Association, as a document meeting the terms of the Declaration.

NOW, THEREFORE, in consideration of the Association approving the lease of such Unit by Owner to Tenant, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner will furnish the executed Lease Agreement and this Lease Addendum to the Association prior to occupancy of Tenant. Tenant agrees not to occupy the premises until its completion and delivery to the Association.
2. Tenant's lease and occupancy of the Unit is conditioned upon Tenant's compliance with:
 - a. all terms and conditions contained within the Declaration of Condominium above described as existing on the date hereof;
 - b. the Articles of Incorporation and By-Laws of the Association;
 - c. all Rules and Regulations duly adopted by the Association and/or the membership, governing the condominium; and
 - d. all applicable laws and ordinances including, but not limited to, the landlord/tenant laws of the State of Florida and Chapter 718, Florida Statutes (the Condominium Act), as all may be amended from time to time.



UNIFORM LEASE ADDENDUM AGREEMENT—Pg. 2 of 3

3. Tenant shall not sublet the Unit without prior written approval of the Association.
4. Owner acknowledges that Owner is responsible for the actions of his/her Tenant(s) and shall be responsible to “insure that Tenant(s) comply with all of the governing documents, rules, and laws above described, including responsibility for any damages which may arise from Tenants’ noncompliance.
5. Owner irrevocably appoints the Association as his/her agent or attorney-in-fact in his/her place and stead to enforce the rules and restrictions against the Tenant, as well as the requirements of the lease agreement, and to terminate the tenancy of the Tenant(s) and evict them if said tenant(s) violate any of the requirements described in paragraph (2) hereof, and following all required notices and opportunity to correct such violations as are provided for in the Florida Statutes relating to landlords and tenants. Prior to taking action to evict a tenant, the Board will request the Owner to take enforcement action, and the Board will only proceed if the Owner fails to address the situation in a manner that is satisfactory to the Board. The determination of whether a violation has occurred shall be within the sole discretion of the Board. Owner acknowledges his/her liability, under this document and the Declaration, for all costs and reasonable attorney’s fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction, should such action be required by the Association.
6. This lease addendum shall not obligate the Association to commence such proceedings against a noncomplying tenant, nor shall it relieve the Owner of his/her obligation to terminate the lease and evict the Tenant(s) for any of the above-described violations upon demand of the Association.

THIS AGREEMENT is executed the day and year first above written.

NOTE: ALL OWNERS AND TENANTS, AND THE ASSOCIATION MUST SIGN THIS AGREEMENT FOR THE TENANTS’S LEASE APPROVAL TO BE FINAL. TENANTS AND OWNERS SIGN ON NEXT PAGE.

Witnesses: _____
Signature of Witness

WINDJANIMER CONDOMINIUM
ASSOCIATION - ST. PETE, INC.

Printed Name of Witness

By: _____ Date: _____
Signature

Printed Name Title



UNIFORM LEASE ADDENDUM AGREEMENT—Pg. 3 of 3

OWNER #1/Agent

Signature of Witness

Signature

Printed Name of Witness

Printed Name

OWNER #2

Signature of Witness

Signature

Printed Name of Witness

Printed Name

TENANT #1

Signature of Witness

Signature

Printed Name of Witness

Printed Name

TENANT #2

Signature of Witness

Signature

Printed Name of Witness

Printed Name



Windjammer Unit Inspection Advisor Requirements

Dear Windjammer Residents (Owner Residents and Tenant Residents),

The purpose of this document is to clearly inform and make it understood that the legal owner for each condominium is responsible to see to it that either themselves directly or via their contracted advisor i.e. leasing agent, consultant or realtor, sufficiently informs, inspects and take photographic documentation for each of the following items below to make sure they are up-to-date and functioning properly and that all residents prior to move in are fully versed in the operational use and understand any required periodic maintenance for the following accordingly:

- Fire Alarms (Wired with Battery Backup)
- Smoke Detectors (Battery Operated and Otherwise)
- Emergency Water Shut Off (Internal to the Unit Only)
- Emergency Water Shut Off (Entire Building)
- Water Heater & Tray
- Electrical Panel
- Air Conditioning Compressor (Emergency Electrical Disconnect)
- Washer (Hot/Cold Water Hookups & Drain)
- Water Supply Lines Shut Offs (Dishwasher & Ice Maker)
- Garbage Disposal
- What to do if experiencing a water leak (water line breakage, roof, neighbor unit, etc.)
- What Not to Flush Down the Toilet
- What Not to Put into The Drains (Sinks & Shower)
- Dryer Vent Use and Maintenance
- A/C Filter Replacements & Condensation Tray Chlorination
- Windows / Screens
- Window and Glass Door - Treatments

If you waive this inspection and an incident is to occur due to the malfunction of one or more of the systems listed above causing damage to Windjammer Property, you will be subject to pay for all damages made and a \$100 or greater fine.

***Owner is responsible to do walk through inspection with new tenants.**

Initials ____ ☐ **Yes, complete the inspection**

Initials ____ ☐ **Waive the inspection (please be aware of the consequences before selecting this option)**

Note: This inspection is not to invade the privacy of any resident on Windjammer property. Again, it is to make sure that each condo is up-to-date and functioning properly on all the items listed above. If any of them fail to pass the inspection the Front Office will reference a skilled vendor who can fix the specified problem.

Unit: _____ Owner/Agent Signature: _____ Date: _____

Unit: _____ Tenant's Signature: _____ Date: _____



Key to Unit

Unit # _____

Date _____

☐ I _____, agree to give a Key to
(Print Name)

Windjammer Management. Our policy is that 2 people enter the apartment in an emergency. Not one person alone.

Tenant's Signature: _____

Owner/Agent Signature: _____

Keys Accepted by (Print and Sign): _____

Notes: _____

Refusal to leave key at Windjammer office.

☐ I _____ hereby refuse to give a key to my place
(Print Name)

to Windjammer Management for emergencies. I hereby agree that in an emergency the door will be opened by a locksmith at my expense.

Tenant's Signature: _____

Owner/Agent Signature: _____

Notes: _____



Occupancy Standards

It has been, and will continue to be, the policy to provide Equal Housing Opportunities for all people, regardless of Race, Color, Religion, Sex, National Origin, Handicap or Familial Status.

Occupancy Standards:

The Federal Regulation code permits the following Occupancy Standard Limits:

1 Bedroom = 2 people

2 Bedroom = 4 people

3 Bedroom = 6 people

If you understand and will abide by the Occupancy Standards listed above, please sign your name with today's date below.

Tenant's Signature: _____ Date: _____



RULES & REGULATIONS

A. Building Appearance, Alterations, & Maintenance:

1. Each owner of record will maintain the interior of his/her unit.
2. It will be the responsibility of the unit owner to maintain, repair, and replace, at the unit owners expense, all parts and portions of such unit, except and excluding the portions to maintained, repaired or replaced by the Association as specified in the Documents of the Association. Specifically including, but not limited to, all doors, windows, glass, screens, electrical panels, door knockers, air conditioners, heaters, hot water heaters, appliances, drains, plumbing (including plumbing lines with common elements which serve that unit only), fixtures, interior surfaces of all walls, including drywall and plaster, floors, ceilings and all other portions of the unit or surrounding his cubical space except the portions specifically to be maintained, repaired or replaced by the Association as set forth in the Documents.
3. The owner will not cause or permit any alteration to the condominium property except the interior of the unit. Unit owners shall not cause or permit any alteration or modifications of structural and load bearing walls.
4. The unit owner is not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the building.
5. The unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.
6. No improvements or structures of any kind other than those originally constructed by the developer or its designee shall be constructed or maintained on a unit unless approved in writing by the Board of Directors.
7. Nothing shall be permitted to be displayed from the inside of the glass windows or doors or from the patio screens of the unit, nor any materials to be affixed to the inside of the glass windows or glass doors of a unit without written approval by the Board of Directors. No reflective film or board approved window treatments will be permitted.
8. No signs or banners shall be placed or exhibited from any unit, common element, or limited common element except as placed by the developer or authorized contractor without written approval of the Board of Directors.



9. No obnoxious or offensive activity shall be carried on upon any common area or within any unit, nor may any unit be used in a way for any purpose which may unreasonably disturb the occupancy of any other residence or which constitutes a nuisance to such occupants.
10. All items stored in a unit patio shall be concealed from public view.
11. No physical alteration or color change may be made to any portion of a unit, which is visible from outside the unit with the only exceptions being that which are expressly stated in the Florida Statutes 718 or has gained the written approval by the Board of Directors prior to any such change being made.
12. Nothing shall be affixed by an owner/occupant on the exterior of a unit without written approval by the Board of Directors.
13. No aerial antenna poles, antenna, antenna masks, citizens ban or amateur ban antennas, or any wiring for any purpose may be installed on the exterior of the building in which the unit is located without written approval by the Board of Directors.

B. Parking:

1. Vehicular parking shall be allowed only in those common areas, which are designated for parking by the Board of Directors. The Board of Directors shall assign (1) one parking space per unit. Visitors may park in the unassigned marked visitor spaces.
2. There shall be no parking of boats, commercial trucks, trailers, or any vehicle other than passenger vehicles in any parking area except parking spaces designated by the Association for such specific purposes. Violators will be towed at the expense of the owner without any attempt of discovery or notice to the violator being made. (A commercial vehicle is hereby defined as one that displays, signs, lettering, distinctive colors indicating the trade, business, or occupation of the owner or operator of the vehicle.)



C. Common Areas:

1. All walkways, parking areas, and lawns will not be used for the temporary or permanent storage of personal items, e.g. toys, bicycles, barbeque grills etc. Such items will be stored in the confines of the unit when not in use. Such items found on the common areas will be removed and disposed of by the Association without notice.
2. The speed limit on the property is (10) ten miles per hour and will be strictly enforced.
3. All trash is to be bagged, tied, and placed inside the trash receptacles provided throughout the property.
4. Fires, bonfires, campfires, etc., are never allowed anywhere on Windjammer grounds. Fines of up to \$500 can and will be issued to residents who violate this rule.

D. Operation of the Association:

1. Any non-board member owner or resident shall not direct or send employees or contractors of the Association off the premises at any time for any purpose.
2. Payment of maintenance fees and assessments shall be made payable to Windjammer Condominium Association St. Pete, Inc. All assessments and maintenance fees shall be paid promptly, without demand, by the 20th day of each month. Owners will reimburse the Association for all costs of collecting their maintenance fees and assessments to include, but not limited to, all legal costs. Payments received after the 20th of each month will incur a 1.5% fee. Please mail in your check (with correct coupon) to the Bank

E. Permitted Uses:

1. No unit may be used for any purpose other than single-family residence.
2. No public commercial business activity shall be allowed to be conducted on the property which involves public access to the Windjammer common grounds and or to and from any unit itself.



3. No unit owner shall use or permit a unit to be used in a manner which would be unreasonably disturbing, detrimental, or a nuisance to the occupant of another unit or which would not be consistent with the maintenance of the highest standards for a first-class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with the existing laws and the Association Documents and occupants shall at all time conduct themselves in a peaceful and orderly manner.
4. No unit shall be rented or used for the transient or hotel purposes, which is defined as: 1) a rental period under Seven (7) months, 2) Airbnb, or 3) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid services, and like services; otherwise, the unit may be rented for residential purposes. **All tenants must be screened and reviewed by Windjammer management prior to any move in using the appropriate application forms from the Windjammer Condominium Association and all necessary background checks and due diligences performed.**
5. Units may be leased or rented only after approval of the Association, as provided for in article XIV of the declaration, and provided that the entire unit only be rented and may not be subdivided, and that the occupancy thereof shall only be by the lessee, his or her family, and guests.
6. Each and every lease of a condominium unit shall be evidenced by a written lease agreement. A copy of which shall be filed with the Management Company of the Association prior to the commencement of the lease term. Each written lease shall incorporate a provision in the terms thereof which shall require tenants to comply with all use restrictions, rules and regulations as set forth in the declaration, as amended from time to time, by the Association.

F. Swimming Pool:

1. All Windjammer facilities including the Pool, Bathrooms, Spa, Club house, Nature Park and Gym hours of operation should be observed as posted at all times.
2. All Windjammer Common Property Facilities are for the use of all **legal and in good standing residents and their accompanied guests** (up to two (2) guests per unit). If, however a legal resident in good standing requires additional guest privileges to accommodate friends or family



whom are visiting them on a temporary basis (prior to their guest use of the facilities) the resident must accompany their intended guest to the office during Windjammer posted business hours of operation in order to obtain a temporary Windjammer Community Photo Pass ID for each intended guest. Note that entry over the fence or following another guest into **any** common property facilities is considered "trespassing" and trespassers will be asked to leave immediately and or prosecuted if deemed necessary by Windjammer Security or Management or any current Board of Director Member in good standing.

3. Swimming and use of the Pool, Spa and Gym **is solely at your own risk, there is NO lifeguard or Trainers on duty at any time!**
4. Children under the age of sixteen (16) years of age **MUST** be accompanied by at least one Windjammer Resident Parent or their Court Appointed Legal Guardian of which whom is also a Legal and in good standing Windjammer Resident or either of which thereof has consented in writing and duly authorized a designated and approved "Adult Guardian" to serve as the child's or children in question legal and responsible guardian while utilizing **any** Windjammer Common Property Facilities (Swimming Pool, Spa, and Gym). It is the responsibility of this Adult to make sure that the conduct of all children under their supervision follow all rules and are not offensive to other people. Any resident minors over the age of 16 and under the age of 18 are also expected to fully understand and follow all rules and regulations accordingly. Violations will subject parents to charges of child neglect/abuse and immediate loss of their Windjammer Common Property Facility privileges. Additionally, no children under the age of eight (8) years old may use the Jacuzzi Spa at any time.
5. Infants and or Adults in diapers (incontinent persons) are not permitted to be in the pool or spa at any time.
6. Persons having skin abrasions, open sores or any known or visible contagious disease are prohibited from use of the Pool, Spa and Gym.
7. State Health Law requires showering and feet wash prior to entering the Pool and or Spa. Additionally, each time any person utilizes a bathroom toilet, urinal or baby changing facility, they are also required to immediately wash, clean and sanitize their hands accordingly prior to exiting the respective women's or men's bathroom lavatory utilized; and then shower their body and feet off with the outside common use head and feet showers again prior to re-entering and using the pool and or spa facilities.



8. For safety reason, no rough housing, running and/or diving is permitted in the Pool, Spa and Gym areas.
9. No Scooters, Skate Boards, Bicycles, Cooking Devices, Large Floating Rafts, Balls, Frisbees or other potentially injurious or dangerous throwing toys or objects are permitted in the Pool, Spa and Gym areas.
10. Absolutely no glass containers are allowed in the pool area. Plastic or Non-Breakable containers are allowed; however, all alcoholic beverages must be concealed in a covering container or poured into a plastic drinking container and the original container it was poured from then immediately discarded into the trash. The consumption of alcohol or any liquid beverages in the pool area should be consistent with the full use of enjoyment of the pool by other residents. No loud or boisterous conduct will be permitted. No person who becomes intoxicated and is deemed dangerous to their self or the community at large will be permitted in the pool, spa and gym areas and is subject to lose their Windjammer Community Property privileges for ignoring any of these rules.
11. No animals are permitted in the pool, spa or gym areas. The Health Department has every right to close the Windjammer Pool, Spa or Gym if animals are found in these premises. The only exception to this rule is for residents that can produce proof that their animal is a trained guide dog necessary to assist them for their disability.
12. **No:** use of profanity or racial slurs is allowed and everyone is expected to conduct themselves in a pleasant manner.
13. Bathing suits and trunks are ONLY allowed in the pool or spa areas. No cut-offs or offensive attire will be permitted, such as "T-backs" or "underwear" style bottoms.
14. Music shall be kept to a minimum as not to disturb others.
15. Management reserves the right to refuse or deny pool/spa/gym privileges to anyone observed abusing the Windjammer Common Property Rules & Regulations and also reserves the right to close the pool/spa/gym when deemed necessary without notice.
16. Please at all times keep the Windjammer Common Property facility areas clean for everyone's continued and ongoing enjoyment and use.
17. In general, use of the pool/spa/bathrooms/gym should be governed by one major rule: "Please be considerate of your neighbors". Any



vandalism and/or behavior that may place any person's health in danger will result in the Board of Directors closing the facility in question until the problem is resolved and or permanent loss of the offending parties Windjammer Common Property facilities rights and privileges.

18. The codes to enter the pool/spa/bathrooms/club house/gym areas are subject to change at any time and will be changed usually every six (6) months. All residents **must** register with the office and have all required paperwork and necessary forms current to obtain a "**Windjammer Community Photo Pass ID**" in order to utilize the Pool, Pool Bathrooms, Spa, Club house and Gym Facilities and upon request freely make it available for review by any Windjammer Official: Security Person, Management Company Personnel or any current Board of Directors Member in good standing.

G. Club House

1. General Rules

- a. All the following rules shall apply to use of the clubhouse and grounds whether during regular posted hours of operation or not.
- b. Residents living in a Windjammer condo entitle only the following persons to use the associations' facilities including the clubhouse:
 - The married spouse of said resident and their unmarried children under the age of 21 years who are regularly living in the resident's household and unmarried children under the age of 25 years who are full-time students or in the military service.
 - Minor children under the age of 16 years are not permitted to use the clubhouse facility unless accompanied by one of their parents or legal guardians.
 - All residents are allowed only two guest per condominium unit in the Clubhouse (with the only exception being when Windjammer management has issued a temporary pass to accommodate a resident out of state or country visiting guest) residents are fully responsible for the conduct of their guests and shall accompany their guests at all times unless a temporary pass has been issued and their guests understand and will agree to with the same rules that govern the resident.



2. Any conduct unbecoming a lady or gentleman will be met with prompt and decisive action by the Board of Directors. Unbecoming conduct includes, but is not limited to, the use of loud boisterous and obscene language and the attempt to reprimand staff, security personnel, as well as any conduct which is likely to endanger the best interest or character of Windjammer.
3. The resident must be in good standing and all owner monthly fees, assessments and other sums or fines due to the Association by the owner are kept current and furthermore during any period in which an owner is in default in the payment of their monthly dues or special assessment's levied by the association, the right to use of the gym, clubhouse and pool will be suspended by the board of directors until dues or assessment are paid and kept current.
4. All suggestions and complaints must be made in writing, be signed, dated and forwarded to the onsite manager on duty.
5. Residents cannot store anything in the clubhouse.
6. The operations or tampering with of all Windjammer owned electronics equipment located on the common grounds to include audio visual, cameras computers, networking, etc., is expressly forbidden by any Owner or Resident with the only exception being board members and staff that have been trained in the proper use and operations of such equipment.
7. The clubhouse fireplace can only be operated by onsite management and or board members that have been trained in its proper operation, safety and use and whom have also been duly authorized by the Windjammer Board of Directors to do so. At minimum, anytime the fireplace is being used this designated person will do their best to ensure the public safety of all residents and their guest by making sure that the fire screen is kept closed, the damper is set so the draft (flow of air) will remove all smoke and gases when the fireplace is burning so that not too much air flow exist could cause the fire to become out of control and dangerous. The area near the fireplace is always to be kept clear of materials like papers, books, toys, etc., and as necessary anyone that chooses to sit near the fire place area advised about the possibility of flying sparks from the fire and what to do about them if such should occur. At all times the Windjammer authorized person supervising any fireplace usage will monitor the fire and make sure that the fire is put completely out before vacating the clubhouse.



8. Wet swimming suits are not permitted in the clubhouse! Appropriate cover tops over dry swim suits will be permitted as long as the swimmer is not shirtless or barefooted. All residents and their guests shall be properly attired and wearing apparel publicly presentable anywhere on the common grounds at all times.
9. No pets or animals are permitted in or around the clubhouse whether restrained or not, with the only exception being Seeing Eye dogs for those residents that are considered legally blind.
10. No smoking is permitted within the clubhouse at any time.
11. If the clubhouse common elements refrigerator is used, make sure that both the refrigerator and freezer doors are kept closed. Remember to remove your food and all beverages when you leave as at the end of each day as all items remaining will be disposed of.
12. Music, and/or any other noise, must be kept at a level that cannot be heard inside the condominium units which surround the clubhouse and pool area.
13. Club house billiard equipment (pool cues, chalk, billiard balls, etc.) is to be checked out by temporarily giving your driver's license to the Windjammer manager or security guard on duty during normal clubhouse hours of usage and then returned after the billiard table and all equipment used has been inspected to insure no damages have occurred; residents who use the billiard table must leave the facility in the condition in which they found it, no food or beverages are to be placed on or near the billiard table. The billiard table is available for use during posted hours of operation and all children under age 16 must be accompanied and supervised by their parent or legal guardian while using the billiard table at all times.
14. The Windjammer resident/owner will be responsible for the repair or replacement of any damage done to the Clubhouse, or its furniture, equipment, or window coverings.
15. All applicable city and fire codes apply and no more guests than posted fire code permits are allowed, at any time, in the clubhouse.
16. The club house facilities will be available for use daily according to the posted hours of operation, with the only exception being when and if a board member is present and accepts the responsibility of extending the hours of use and remains present until closing the club house.



17. Any owner that is leasing the use of their condo to a resident tenant automatically delegates and relinquishes their rights of enjoyment and use for all common grounds facilities including the club house, pool, gym and nature park grills. Such residents shall notify the office manager of the association in writing of the name of any such tenant. The rights and privileges of such tenant are subject to suspension to the same extent as those of the owner.
18. No illegal substance will be allowed at any time in the club house (including grounds.)
19. All residents and their guest must make sure that the club house doors are shut and kept closed after entering or exiting at all times.
20. Any board member of the Windjammer Condominium Association may visit or inspect any common grounds facilities anytime there is any indication that the Windjammer rules and regulations are being violated and as required take swift and proper action to correct the problem at hand, including as deemed necessary the notification of local, state or federal authorities such as the City of Saint Petersburg, Florida Police and or the Pinellas County, Florida Sheriff's Department, etc.
21. Violations of the Windjammer rules and regulations will be determined by the board in their sole discretion. All violators will be subject to any corrective or enforcement action authorized by the association's governing documents or by laws, and penalties may include without limitation fines, the loss of use rights to the club house, pool and gym for a period or amount to be determined by the board on a case by case basis.

H. Pets

1. One pet will be allowed for owner-residents only, if the pet's weight at maturity is less than twenty-five (25) pounds. No further pets or animals shall be kept or maintained in the unit.
2. No pets will be allowed for lessees.
3. Pet owners will be required to pick up fecal debris of their pets. Violators are subject to a \$200 fine by the association and additional fines by City Code Enforcement.
4. See other sections of this rules and regulations document regarding pets as indicated.



I. Emergencies in Owners Absence

The Association has the right to enter any unit for the purpose of repairing the common elements or for preventing damage to the common elements or other units. This includes all emergencies water damage, fire, smoke, etc. If the owner does not live on the property, the association requires a copy of the unit's key for this purpose only. This includes rental units.

J. Additional Rules and Regulations

The Board of Directors of the Association, reserves the right to make additional rules and regulations as may be required from time to time without consent of the Windjammer Association Members. These additional rules & regulations shall be binding as all other rules and regulations previously adopted. Notice of these changes shall be placed in the mailbox area on the bulletin board for obvious posting.

K. Sales & leases:

All unit owners must process all sales and leases through the Association/Management Office. Application forms may be obtained from the Office on Site. No unit will be sold or leased until the Association has APPROVED the application. There will be a \$ 100.00 Application fee. A multi-state credit and criminal check will be done by the Association. Applicant will be notified of the result.

L. Compliance

Each Owner/Resident will comply, or cause compliance with all the covenants, requirements, and obligations of an owner contained in the Declaration, Articles of Incorporation, Bylaws and Board Rules and Regulations. Upon failure of an owner/resident to comply with any of his or her obligations herein, the Association, in addition to any other enforcement rights it may have, may take whatever action it deems appropriate to cause compliance, including but not limited to, cleaning, repairs, maintenance, reconstruction activities, and the removal of improvements or any other action required to cause compliance with all covenants, requirements, and obligations contained herein. All costs incurred by the Association for compliance shall be deemed a compliance assessment or violation fine against the owner of the non-complying unit.

M. Waiver of Claims

Any and all use of any Windjammer Common Grounds facilities or Equipment that shall be undertaken by any owner, resident or their guest user will be taken at his or her own sole risk. The Windjammer Condominium Association and its management, officers, directors, employees, agents, members or



volunteers shall not be liable for any injuries or damage to any member or other user, or for the personal property of such users, or be subject to any claim, demand, or damages whatsoever, including, without limitation, those damages resulting from any acts, active or passive, on the part of the common grounds facilities and equipment, or bear any responsibility or liability for expenses of any medical treatment or for any compensation for any injury suffered by a user resulting from their participation in any activity anywhere on the Windjammer Condominium Association premises of the facility.

N. Responsibility for Property Damage and/or Furniture Replacement

All costs for repairs and replacement from damages to Windjammer Condominium Association property will be billed to the owner and or resident who is responsible for any such damages. All owners and or resident users are also liable and financially responsible for damages incurred by their dependent children and or visiting guests.

- ❖ **By signing this document, you agree to obey and follow all of the stated terms and conditions of the Windjammer Rules and Regulations.** ¹

Unit # _____

Tenant's Signature

Date

ASSOCIATION'S PROVISIONAL APPROVAL: ☐ **GRANTED** ☐ **DENIED**

Authorized Windjammer Representative Signature: _____

Print Name: _____

Title: _____

Date: _____



Windjammer Security Systems

Individually Programmed Windjammer Radio Frequency Authentication Devices (*Transmitter*) are adhesively mounted behind each vehicle's interior rear view mirror to provide automatic proximity activation when within a 100–150 feet from the gate.

When you have a visiting guest, or mail delivery such as UPS, approach the gate entrance, they will be able to stop at the gates kiosk terminal and enter your gate code number (EntraGuard ID), using the keypad, which will cause the security gate system to call the number you have designated to be setup. When you receive a call from the gate you can: 1) speak to your guest and press 9 on your touchtone phone to open the gate, or 2) refuse them access to the property.

Individually Programmed Windjammer Identification Cards (WJ ID Cards) are complete with an embedded radio frequency authentication transmitter that provide proximity activation when within a 1-2 feet range of each secure access point listed below. Note that each of these ID Cards will also be personalized to each Windjammer Resident with some other basic printed information and a passport style colored photograph, which will be taken by our staff and printed onto each WJ ID Card.

WJ ID's grant access to:

- **Pedestrian Sidewalk Entrance Secured Gate System**
- **Swimming Pool Area Main Entrance Gate Door System**
- **Clubhouse Entrance (Font and Pool Area) Doors System**
- **GYM & Racquetball Building Entrance Door System**



Windjammer ID & Transmitter Payments

WJ ID's (pool, gym, clubhouse, pedestrian gate) are \$25 each and Transmitters (automobile entrance gate) are \$100 each. Everyone must have a WJ ID Card to access the property and common element amenities. The only exceptions are homeowners who rent their property to tenants and don't require access to common element amenities.

IMPORTANT! Windjammer will **NOT** issue WJ ID's, Transmitters or grant front gate access until a completed lease agreement has been submitted.

Lease agreement submitted: ☐

Unit: _____ Date: _____

Name: _____

Payment Option: Payment forms accepted are Money Orders or Checks. NO Cash is accepted.

☐ WJ ID

○ Price \$_____ x Amount _____ = Total \$_____

☐ Transmitter

○ Price \$_____ x Amount _____ = Total \$_____

WJ ID & Transmitter Device Total: \$_____

Notes: _____

Please sign below stating that you have received your ID and (or) Transmitter.

Tenant's Signature

Date

Advisor's Signature

Date



Final Approval

This form is to be signed by Windjammer's President only after all necessary documents and signatures have been collected.

Final Approval Checklist:

- ☐ Lease Agreement
- ☐ Pay Stubs
- ☐ Lease Addendum signed by Owner, Tenant, and Witness
- ☐ Unit Inspection signed by Owner, Tenant
- ☐ Keys to Unit signed by Owner and Tenant and Key in Lockbox
- ☐ All forms signed by Owner and Tenant

Notes: _____

ASSOCIATION'S FINAL APPROVAL: ☐ **GRANTED** ☐ **DENIED**

Authorized
Windjammer
Representative
Signature: _____

Print Name: _____

Title: _____

Date: _____