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 RULES AND REGULATIONS  
 OF  
 ALTA MAR CONDOMINIUM ASSOCIATION, INC.**

**Adopted by the Board – September 2022**

**Revised November, 2023, July 2024**

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**AMENDED AND RESTATED  
RULES AND REGULATIONS  
OF  
ALTA MAR CONDOMINIUM ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF RULES AND REGULATIONS –  
SEE CURRENT RULES AND REGULATIONS FOR PRESENT TEXT**

**INTRODUCTION:** It is the goal of the Association to maintain luxurious and economically well-managed Common Elements and it is believed that these rules will aid in attaining this goal. Your Board of Directors welcomes the assistance of all the Owners in the enforcement of these regulations.

Violations should be reported to Management in writing, not to the Board or Officers of the Association. Owners are responsible for compliance of their Guests, Invitees and Tenants.

Every Owner, Occupant, Tenants, and Guest shall comply with these Rules and Regulations as set forth herein, any and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend access rights in the event of failure to comply.

The Association may levy and impose a reasonable fine of \$100.00 per day for each violation (in addition to reimbursement for damages), for failure of the Owner of the Unit or its Occupant, Licensee, or Invitee to comply with any provisions of the Declaration, the Articles of Incorporation, the Bylaws or Rules and Regulations adopted by the Association. Subsequent violations will result in fines of the maximum amount permitted by law. Fines for ongoing violations may be up to \$1,000.00.

In addition to the terms, provisions, agreements, covenants, conditions, and restrictions contained in the Declaration, the Articles of Incorporation, and the Bylaws, the following Rules and Regulations shall apply to the use of the Units, Common Elements, and Limited Common Elements.

**1. RULES AND REGULATIONS GOVERNING USE**

**1.1 Guests.** Guests staying longer than overnight must register with the Office so that Management knows who is in the building and can account for everyone in the event of an emergency. Guests staying longer than 30 days in a calendar year must submit to a background check.

**1.1.1** Owners may have Guests with pets. Guests and pets staying longer than overnight must register with the Office.

**1.1.2** Tenants may not have overnight Guests when they are not in residence.

**1.1.3** Tenants may not have Guests with pets, nor may they pet-sit in their Unit.

**1.2 Storage.** The sidewalks, entrances, passages, terraces, courts, stairways, corridors, vestibules, elevators, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any bicycles, carriages, chairs, tables, toys, play equipment, sporting equipment, carts (other than those provided by the Association), or any other similar objects, be stored therein. Rugs or mats must not be placed outside of doors or in corridors.

**1.2.1** No Unit Owners/Tenants shall allow the corridor entrance door to their Unit to be propped open for any purpose other than for immediate ingress and egress.

**1.2.2** The personal property of Unit Owners must be stored in their respective Units or in assigned storage lockers, if any. Bicycles must be stored in the Owners' respective Unit, assigned storage locker, or bicycle storage area, only. Bicycles may not be left on vehicles/bike racks.

**1.3 Terraces.** References herein to terraces shall include balconies and patios. Unit Owners/Tenants shall not permit anything to fall from a window, door, or terrace of the Condominium Property. Sweeping or throwing any dirt, water, or other substance from the Condominium Property onto any of the terraces below or elsewhere in the building or upon the Common Elements is not permitted. Mopping and cleaning of terraces are allowed as long as they do not violate the aforementioned rule. Simple Green or water with a few drops of dish soap are recommended for cleaning of the terrace floor. Do not use acidic or harsh chemicals or cleaning solutions including bleach or vinegar. Do not power wash your terrace. Rubber-backed floor coverings (mats, rugs, etc.) are prohibited on terraces.

**1.4 Noise.** Unit Owners, their Family members, vendors, employees, agents, visitors, Guests, Licensees, or Invitees shall not make or permit any disturbing noises in the building, nor permit any conduct by such persons that will interfere with the rights, comforts, health, or conveniences of other Unit Owners including, but not limited to the examples listed below:

**1.4.1** No Unit Owner/Tenant shall play or permit to be played any musical instrument, television, radio, sound amplifier or other sound-producing equipment in the Unit in such a manner as to disturb other residents.

**1.4.2** Radios, televisions, or other electronic devices which interfere with the television or radio reception in another Unit are not permitted in any Unit.

**1.4.3** No Unit Owner/Tenant shall conduct, nor permit to be conducted at any time, vocal or instrumental instruction which disturbs other Residents.

**1.4.4** Carpentry, carpet or tile laying, floor installation, picture hanging or any trade (or do-it yourself) work (including moving items in or out, or deliveries) involving any noise must be done between the hours of 8:00 a.m. and 4:00 p.m. weekdays only (no exceptions). No weekends, no holidays. All contractors, vendors and other business Licensees must check in and check out with the Management office and must sign the logbook before being given access to the Building.

**1.4.5** Restrictions on volume levels of all sounds emanating from a Unit regardless of source shall be enforced between the hours of 11:00 p.m. and 8:00 a.m.

**1.4.6** Members and Guests gathering on terraces must be cognizant of the time of day/night. The rights of other Owners and Guests must be respected by keeping noise levels within reasonable limits during all hours, but especially during the hours listed above. This is especially sensitive in Units surrounding the pool area and on Billy's Creek, since sounds echo and are amplified by the building's configuration.

**1.4.7** All other unnecessary noises, such as loud talking in hallways or slamming of doors, especially between the hours of 11:00 p.m. – 8:00 a.m., should be avoided.

**1.4.8** No Unit Owner/Tenant/Guest shall talk/FaceTime/Zoom and the like on their cellphone, speakerphone, computer, etc. on their terrace between the hours of 11:00 p.m. and 8:00 a.m.

**1.5 Moves.** Owners and Tenants may only move in or out between the hours of 8:00 a.m. and 4:00 p.m. weekdays only (no exceptions). No weekends, no holidays. No moving of furniture or household items nor delivery of furniture or appliances including professional movers/delivery personnel, do-it-yourself/rental truck/friend's pick-up truck/ personal vehicle/etc. may occur after 4:00 p.m. weekdays and never on a weekend or holiday. All movers, delivery personnel, etc. must use the west/service elevator, unless otherwise directed by Management. Moves must be pre-scheduled with the Management office.

**1.5.1** Unit Owners/Tenants shall be liable for all damages to the building caused by contractors, vendors and other business Licensees and Invitees, by receiving deliveries, or moving or removing furniture or other articles, to or from the building. Unit Owners will be jointly and severally liable for damage to the Condominium Property caused by their Tenants during move in or move out.

**1.6 Vendors.** Service vendors such as cleaners, painters, installers, exterminators, electricians, etc. must perform their work between the hours of 8:00 a.m. and 4:00 p.m. weekdays only. Except that air conditioning (AC) service personnel and plumbers may make emergency repairs as needed. Please e-mail Management to inform them of any emergency repairs. All vendors must sign the logbook before being given access to the building.

**1.6.1** All vendors including contractors, installers, movers, delivery and service personnel are responsible for hauling away all materials, parts, debris, etc. and for cleaning the path from the Unit to their service vehicle.

**1.7 Signs.** No advertisement sign, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Condominium Property, with exception for signs used by the Association. However, Owners and their real estate agents may install no more than two temporary "Step Stake" type "Open House" signs in locations specified by Management, which must be put up no sooner than one hour before the open house event and which must be removed no later than one hour after the event.

**1.8 Locks.** The Association shall retain a key to all Units. No Unit Owner/Tenant shall alter any lock, nor install a new lock, without the prior written consent of the Board of Directors.

**1.9 Sales.** Management and staff are not responsible for selling/renting/showing Units or providing access to Units and should not be asked or expected to do so. This is the responsibility

of the Unit Owner. Owners who have Units to sell or rent are requested to supply their real estate/rental agents with a key to the Unit in question. Real estate agents must sign the logbook at the Management office before showing a Unit. No lock boxes may be hung anywhere on the Property.

**1.10 Personnel.** Unit Owners/Tenant may not send employees of the Association on personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association. Association personnel are not permitted to perform personal work of any kind on your behalf, during business hours. If personnel are hired (for home watch, airport transport, repairs, etc.) after hours, the Association shall not be liable for any losses or damage.

**1.11 Hazards.** No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, terrace/Limited Common Elements, Common Elements or Storage Units, except such as are generally used for normal household purposes or for licensed vendor work within the building.

**1.11.1** Fires, fire pits, heaters, electric, gas, charcoal, or other cooking devices; devices which emit smoke, odors or dust are not permitted on any terrace. Outside cooking is only allowed in designated areas, using devices provided by the Association for this specific purpose, during the hours of 8:00 a.m. to 10:30 p.m.

**1.12 Absence.** A Unit Owner/Tenant who plans to be absent for an extended period of time and/or during the hurricane season must prepare the Unit by removing all loose objects and movable objects, including furniture and plants, from the terraces prior to their departure. The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied on a long-term basis.

**1.13 Uniformity.** To maintain a uniform appearance to the exterior of the Building, no awnings, screen, glass enclosures or projections, nor ceiling fans shall be attached to the outside walls/ceilings or to any terrace nor shall any canopy, curtain, shutter, decorative wall-hanging, thermometer, clock, planter or wind chime or other projection be attached to, hung, displayed or placed upon the outside walls, doors, terraces, windows, roof or other portion of the Building or on the Common Elements (i.e., you may not drill a hole into the building exterior- even on your terrace – nor any other Common Area as this creates an opening for water intrusion/damage). Umbrellas are prohibited on terraces, except ground floor, pool-side extended terraces. Umbrellas must be neutral in color and may not bear any advertising or logos. Plants, pots, receptacles, and other movable objects must not be kept, placed, or maintained on terrace ledges. No objects shall be hung from terrace railings, light fixtures, or windowsills. No cloth, clothing, rugs, mops, or other similar items shall be hung upon, or shaken from, windows, doors, or terraces. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States Flag in a respectful way and no rule or requirement set forth in these Rules and Regulations shall restrict such right. Bicycles, carts, paddle boards, surfboards, kayaks, canoes, and strollers may not be stored on terraces. Unit Owners may not replace/change outside/terrace light fixtures.

**1.14 Packages.** Goods and packages addressed to Unit Owners/Tenants and United States Postal Service deliveries should be delivered to the storage/package room or dropped off in the mailroom common area. If a signature is required, management will accept/sign and keep in management office until picked up by Owner. Due to limited space availability, acceptance of

packages is on a first come, first served basis. Association storage is not to be used for business inventory; business inventory deliveries will be rejected. Goods and packages will not be held longer than 48 hours unless written arrangements have been made with the Management office. The Association shall not be responsible for the loss of or damage to any such property, even though such loss or damage may occur through the carelessness or negligence of the employees of the Association. Perishable items must be picked up upon the date of delivery. Perishable items cannot be left in the mailroom to spoil and create a health hazard.

**1.15 Attire.** Owners/Tenants, their Families and Guests must be in appropriate attire (shoes, shirt, bathing suit cover up) while in, or using the lobby, lounge, game rooms, or fitness room or any common area, including hallways and elevators.

**1.16 Solicitation.** There shall be no door-to-door or other solicitation by any person anywhere in the building for any cause, charity or any purpose whatsoever.

**1.17 Windows.** Where curtains, blinds, or shutters are other than white or off-white, they must be lined, or “under draped” or “black-out” draped in white. No reflective material of any kind shall be permitted on windows.

**1.18 Odors.** No noxious odors, including but not limited to tobacco and marijuana, shall be generated in such quantities that they permeate to other Units or to the Common Elements and become obnoxious to other Unit Owners. Normal cooking odors normally and reasonably generated shall not be deemed violations of this regulation. Smoking, in all its forms, is prohibited in all indoor common areas of the property available for general use, as well as on the pool deck and under the pergola. Please be respectful of your neighbors and refrain from smoking where it may affect others or carry into a neighboring Unit. Tenants and their Guests may not smoke in their Units, including on the terrace.

**1.19 Parking.** All Unit Owners and Occupants must park in assigned spaces overnight. Unit Owners and Occupants may park in Visitor Parking only on a short-term, daytime basis. Additional parking may be leased through the Association for a nominal fee. Visitor parking is available for up to two weeks on a first come, first served basis. The Association reserves the right to tow unauthorized vehicles at the vehicle owners’ expense.

#### **1.19.1 Residents Parking**

**1.19.1.1 Registration –** Unit Owners must register their vehicles on the appropriate form which will be provided by Management. Management will then supply a plastic, static-cling decal for application to the driver’s side of the front windshield. Only one parking decal will be issued per parking space. The decal has a unique number which will be kept in Management’s computer system for tracking purposes.

**1.19.1.2 Part-time Residents, Seasonal and Renters –** If rental cars are frequently used, a laminated parking pass must be placed on the dashboard. In this case, write “Rental Vehicle” on the registration form. Store the pass in your Unit when you leave and place it in your car upon arrival. If the Unit is rented, the renter(s) must receive the decal from management.

**1.19.1.3 Additional Parking** – Additional spaces are available to authorized Unit Occupants on the top level of the parking garage (\$600 annually) and in the visitor garage (\$1000 annually). This fee is payable to Alta Mar Condominium Association, Inc. See Management to arrange for additional parking.

## **1.19.2 Visitors Parking**

**1.19.2.1 Short-term Visitor Parking** – Short-term parking is available in the front driveway for up to 6 hours. Overnight parking is not permitted in this area.

**1.19.2.2 Long-term Visitor Parking** - Visitors staying longer than overnight will need to register with the Management office to obtain parking authorization. Visitors will then be given a Visitor Pass that is good for 2 weeks.

**1.19.3 No Unit Owner, Tenant or Guest shall park any commercial vehicle or truck, HUMVEE or HUMMER vehicles, boat, camper, motor home, trailer, mobile home or similar vehicles in the garage (gated or visitor) or elsewhere on Condominium Property. The visitor section is the first floor of the garage. The gated section of the garage is the second, third and fourth levels. The words, “commercial vehicle or truck” exclude any pickup truck or similar vehicle having a capacity of less than three-quarters of a ton, used for personal noncommercial transportation purposes, and not exhibiting any commercial equipment or cargo, and shall further exclude any automobile bearing a small sized sign with a business name.**

**1.19.4 The vehicle entry height in the gated garage is limited to a clearance of 6’8”.** Vehicles above 6’8” in height are not allowed to park in or enter any part of the gated garage. Vehicle width for a vehicle parked in any part of the garage may not exceed the width of the parking lines on each side (8’ wide), and there must be enough room to open vehicles doors for ingress and egress of vehicles without damaging other vehicles parked nearby. Vehicle length for vehicles parked in any part of the garage shall not extend more than 15 inches beyond the painted parking lines. All tow hitches and similar apparatus must be removed from vehicles before entering the garage and may not be left on a vehicle parked in any portion of the garage.

**1.19.5 Vehicles leaking fluids are not allowed to park in any portion of the garage, except as provided below. An Owner/Tenant’s vehicle, which is leaking fluid, must be immediately moved to the visitor section of the garage, for a maximum period of five (5) days, to allow the vehicle owner time to make arrangements for the repair of the vehicle leak. The vehicle owner must place a mat, catch tray or cardboard under the leaking vehicle and monitor and prevent leaks onto the garage floor until repairs can be made. All repairs must be made, or vehicle removed from the Condominium Property within five (5) business days of the discovery of a leak and no leaking vehicles can be parked in the visitor section of the garage for more than five (5) days after the discovery of the leak.**

**1.19.6 Any vehicle which cannot operate on its own power or is unregistered or uninsured shall not be permitted on the Condominium Property.**

**1.19.7 Washing or repairing vehicles on the Condominium Property is prohibited.**

**1.19.8** Only vehicles registered with Alta Mar Management are allowed to park in the gated garage. Non-vehicle items such as coolers, fishing poles, carts, beach chairs, umbrellas, etc. are strictly prohibited from being kept or stored in parking spaces or anywhere in the garage.

**1.19.9** Vehicles parked on Condominium Property in violation of these Rules and Regulations may be towed at the vehicle owner's expense.

**1.20 Garbage.** Garbage shall be disposed of by using individual Unit garbage disposals or, when not feasible, along with the trash in the chutes provided in the "Trash" rooms. All trash and/or garbage to be disposed of in a trash chute must be contained in securely closed (non-leaking) plastic trash bags to avoid blocking the chute and damaging flooring. Large items such as furniture, mattresses, appliances, clothing, etc. must be hauled off-site by the Owner/Tenant or picked up by a charitable organization pre-scheduled with Management. Other items that will not fit in or might damage the trash chute such as Styrofoam, wood, construction materials, cushions, electronics, small appliances, rugs, cooking oil, etc. must be brought to the dumpster area and brought to the attention of maintenance personnel for disposal.

**1.20.1** Toilets and other plumbing shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, or other foreign substances (feminine hygiene products, dog waste matter, disposable diapers, kitty litter), shall not be disposed of in toilets. The cost of any damage resulting from misuse shall be borne by the Unit Owner/Tenant responsible for the damage. Unit Owners will be jointly and severally liable for damage to the Condominium Property caused by their Tenants.

**1.20.2** Cardboard boxes must be broken down and disposed of in the recycle bin designed for that purpose and located on the first floor west and east ends of the garage. In addition, newspapers, magazines, and other recyclable paper products must be disposed of in the same recycle dumpster. See below for Current List of Recyclable Products for the types of paper and cardboard that are recyclable.

**1.20.3** Plastic, glass, and metal containers as listed in the Current List of Recyclable Products, must be disposed of in the joint cardboard/recycle bins on the west and east ends of the first level of the garage. Do not place plastic bags, garbage, food or other non-recyclable items in or next to the recycle bins.

**1.20.4** All recyclables must be "food free" and cardboard boxes "flattened" before placing in recycling dumpster.

**1.20.5** Hazardous materials (corrosive, flammable, toxic, etc.) must be brought to a designated City or County site for proper disposal. (239-533-8000 [www.cityftmyers.com](http://www.cityftmyers.com)). Lee County Hazardous Waste, 6441 Topaz Ct., Fort Myers, accepts drop offs. These materials include, but are not limited to the following:

- |                          |   |
|--------------------------|---|
| Fluorescent Tubes        | Polishes                                  |
| Pesticides               | Paint strippers                           |
| Paint thinners           | Drain cleaners                            |
| Pool chemicals           | Switches & thermostats containing mercury |
| Car/motorcycle batteries | Automotive oil & antifreeze               |





**1.21 Animals.** In no event shall any animal other than cats or dogs be kept in any Unit or Limited Common Element or brought onto the Condominium Property. No animal(s) shall be kept in any Unit without first giving written notice to Management, which notice shall describe such animal(s) by species, height, weight, and coloring; provided, however, in the event any animal becomes, in the sole opinion of the Board, a nuisance or danger to the other Residents, such animal shall be removed from the Unit and Condominium Property immediately upon receipt of notice by the Association. No animals which exceed thirty-five (35) pounds at maturity shall be permitted. In addition, only Unit Owners may keep pets and entertain Guests with pets. Guests and pets staying longer than overnight must register with Management. Tenants may not have pets nor Guests with pets nor may they “pet sit” in the Unit. In no event shall more than two (2) animals be kept in any Unit or Limited Common Element. If an Owner registers or has registered a pet that exceeds thirty-five (35) pounds at the time of recordation of this Declaration in the Public Records of Lee County, Florida, that pet or those pets shall be “grandfathered-in” under the previous pet policy. Any pet that has been “grandfathered-in” may be replaced with an animal of similar mature weight upon its death. Any pet that has not been duly registered with Management, in the manner described above, shall be deemed unapproved and subject to immediate removal. All Owners, Guests, and dog walkers must pick up after their pet on Alta Mar property and dispose of waste in designated bins. Pets are not permitted on the pool deck nor on the patio outside the library.

**1.22 Leaks.** All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and servicing of all appliances serving the Unit, including the air conditioning system, humidity control system if applicable, water heaters, washers, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing

fixtures. All incidents of mold and water intrusion, including, but not limited to, water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to Management.

**1.22.1** No waterbeds or fish tanks are to be brought into the Units for any reason whatsoever.

**1.23 Drones.** No drones are allowed (example but not limited to: helicopters, planes, boats, video recording devices, etc.).

**1.24 Balcony AC Units.** All future AC replacements on balconies must fit within the existing AC cover/housing. (Rule adopted November 1, 2023).

**1.25 Blinds.** The south hallway blinds shall be closed June through September to reduce heat/energy consumption. (Rule adopted July 25, 2024).

## **2. RULES AND REGULATIONS GOVERNING POOL AND SPA**

- 2.1** Pool and spa use is permitted from dawn to dusk only.
- 2.2** No lifeguard on duty. Swim at your own risk
- 2.3** Anyone who cannot swim must be accompanied by an adult who can swim.
- 2.4** No running or horseplay is permitted in or around the pool. No Person shall play with, throw, or disturb the decorative stones which are placed around the pool and spa.
- 2.5** Absolutely no glass is permitted on the pool deck. Only plastic, paper, or aluminum containers are allowed on the pool deck.
- 2.6** No food or drinks are permitted within 4 feet of the pool.
- 2.7** Everyone must shower before entering the pool.
- 2.8** Towels or covers must be placed over lounges.
- 2.9** Over-sized balls and floats are not permitted in the pool. Maximum float size is 24” x 72”. Floats may only be used with adult supervision. When not in use, floats may not be left in pool nor obstructing the pool deck.
- 2.10** Children under age 12 must be accompanied by an adult when using the pool. Children under age 16 are not permitted in the spa.
- 2.11** No regular diapers are allowed in the pool. Only “swim diapers” are allowed.
- 2.12** Radios and other sound emitting devices (including but not limited to telephones) are not allowed on the pool deck except when headphones or earbuds are used and cannot be heard by others.
- 2.13** Animals of any kind are not allowed in the pool or on the pool deck.
- 2.14** Bicycles or bike riding, rollerblading, roller-skating, or skateboarding are not permitted on the pool deck.
- 2.15** No large/party/picnic coolers are allowed on the pool deck. They may be kept in the grilling area. Only small/personal coolers are allowed on the pool deck.
- 2.16** No “reserving” lounges/chairs/tables at the pool (i.e., leaving towels or other items to save a lounge/chair/table for later). One chair per person.
- 2.17** No diving.
- 2.18** Max spa capacity is 10.
- 2.19** Max pool capacity is 35.
- 2.20** Pool and spa are closed during thunderstorms.
- 2.21** Pregnant women, people with health problems and people using alcohol, narcotics, or other drugs that cause drowsiness should not use spa/pool without first consulting a doctor.
- 2.22** Do not enter the building in dripping wet bathing attire.