

# **Crescent Beach**

# **POLICIES**

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## **AMENDED AND RESTATED BYLAWS OF CRESCENT BEACH CONDOMINIUM ASSOCIATION**

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### 5.1 OFFICERS

5.2 The President shall be the chief executive officer of the Association. The President shall: preside at all meetings of the Members and Directors; be ex-officio a member of all standing committees; have general and active management of the business of the Association; and see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other Officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated

## **TREASURER DUTIES**

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### Detailed Duties:

1. Assist the Building Manager in preparing the Annual Operating Budget for Board approval and the Annual Reserve budget for Board and owner approval
2. Prepare letter to owners summarizing the Board approved Operating Budget and Board recommended reserve budget and proxy for the following budget year
3. Assist the Building Manager in selecting an independent firm to develop a Reserve Study. Ensure a detailed/comprehensive reserve study every 3 years with annual updates. The Board will approve the selection of the outside firm
4. Sign operating and reserve checks after reviewing documentation and approval by the Building Manager (checks can be signed by any Board member). Checks over \$7,500 require two Board member signatures
5. Review the monthly financial statements
6. Review any assessments past due and take action as necessary.
7. Review the monthly projects report (Current estimates vs Budget)
8. Review bank reconciliations on a periodic basis
9. Invest excess operating and reserve cash in safe investments, CD's or money market accounts. Keep all investments under the 250k FDIC rules and with maturities of less than 12 months
10. Meet with the independent audit firm during the annual audit. Review and assist in the preparation of the audited financial statements
11. Instruct the audit firm to prepare an annual update of expenditures that qualify for increasing the cost basis of the owner's condominium unit(s)
12. Attend Board meetings. Provide a financial update at the February owners meeting and as otherwise needed

## **CAPITALIZATION POLICY**

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The purchase of tangible property or equipment which is either an asset, an upgrade to an existing asset or a complete replacement of an existing asset should be capitalized as follows. Any improvements to the real property are not capitalized and are expensed in the year they are incurred.

Expenditures are to be capitalized at the invoiced cost, plus any applicable transportation and installation charges and must meet the following criteria:

1. Have an individual first cost of at least \$2,500.
2. Are durable (an economic useful life of more than two years).

Non-Capital Expenditures:

1. Expenditures for repairs, maintenance or replacement of component parts which do not extend the asset's original life or enhance its net value.
2. Expenditures incurred in demolishing or dismantling equipment.

## **CHECK SIGNING**

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Two (2) Directors are required to sign all checks over \$7,500.00.

**April 02, 2012**

## **CERTIFICATES OF DEPOSIT POLICY**

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Certificates of deposit (cd) should have a maximum Maturity of 12 months.

Exceptions to this policy should only be made upon the approval of both the president and the treasurer.

The purpose of this policy is to limit potential losses on the early termination or sale of cd's in the event cash is needed by the Reserve or operating funds before the maturity date(s).

**April 02, 2012**

## **CONTRACTOR RULES AND REGULATIONS**

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1. Work hours in building are from 8am to 4pm Monday through Friday; no weekends or holidays permitted. Workers must be out of the building at 4pm, no exceptions.
2. Contractors must sign in each day at the office.
3. Driver's license is required to obtain a Key from the office. Contractors must return keys by 4pm each day and collect their driver's license. Keys taken home at night or lost will result in re-keying the unit at the contractor's expense and a \$100 fine will be assessed.
4. A \$500 deposit is required for all major renovations and remodels.
5. Crescent Beach common areas are not to be used for any type of work such as cutting, grinding, or fabricating.
6. Hallways and landings must be free of any items while work is in progress and left clean at the end of each day. A per hour charge will be assessed if the staff needs to clean up after any contractor's mess.
7. Contractor must always protect the hallways and elevators when moving materials in and out of the building
8. Dumpsters must be approved by the manager before bringing them onto Crescent Beach property for placement and time schedule of use.
9. Contractors must use bathroom facilities within the unit they are working or a portable john.
10. Contractor must exercise caution when taking materials in or out of the lobby area.
11. Contractors must call in advance to make arrangements for staff to install padding in one elevator.
12. Contractors may only move materials in the designated padded elevator.
13. Work is allowed from May 1st to September 30th. All work must be completed by September 30. If contractor is still in building after September 30; contractor will be fined \$100 per day.
14. Contractors may not put anything down the drains in the washrooms.
15. Contractors may not use Crescent Beach dumpsters or containers for any type of trash.
16. Contractors will not be allowed to work on property without the proper amounts and types of insurances in place prior to the work being performed.
17. Contractors may not perform any major renovation work without board approval first.
18. Permits must be placed on the front door at all times.
19. Contractor must not touch or modify any life safety devices in the unit without board and Manager approval. This is a fire code and safety issue, and care should be used when working in close proximity to sprinkler heads and speakers.

Name of Contractor: \_\_\_\_\_

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

## **CREDIT CARD POLICY**

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The Association currently retains a VISA Credit Card to be used for internet purchases and for purchases in retail outlets where the Association does not have a house account, e.g., Home Depot plus recurring office expenses such as the postage meter.

Authorized Users: Building Manager & Board Members

Receipts: All credit card purchases must be accompanied with a receipt to include the reason for the purchase. If a receipt is not provided the transaction will be charged to the employee.

Limits: The card has a limit of \$12,000.00, however, purchases in excess of \$1,000.00 require prior approval of a Board Member.



## **EMOTIONAL SUPPORT ANIMALS**

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**Per Federal Fair Housing Act, we need to document the following:**

Does the person seeking to use and live with the animal have a disability – e.g., a physical or mental impairment that substantially limits one or more major life activities?

Does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

Thank you for your cooperation in providing this information for your MD.

## **EMOTIONAL SUPPORT ANIMAL (ESA) POLICY**

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Pursuant to Federal Fair Housing Act, "An emotional support animal is a companion animal that provides therapeutic benefit to an individual with a mental or psychiatric disability."

The following is required to apply for and maintain an ESA at CBC:

1. A letter signed by physician, psychiatrist, social worker or other mental health professional that the ESA must alleviate, or help, some symptom(s) of the disability.
2. CBC is required to ask if the ESA poses a threat to other residents; i.e., history of biting, aggressive behavior, etc: If so, or if aggressive behavior is exhibited at CBC, then ESA is to be muzzled while on elevators and in lobby
3. Advise CBC of size of ESA
4. Provide CBC with annual verification of all necessary vaccines
5. ESA must be taken to designated grassy area on North side of CB property, across from bicycle tiki hut - to walk ESA
6. ESA owner will be financially responsible for damages to common areas by ESA
7. It is the owner's responsibility to clean up and dispose of waste in designated container
8. Per #12.6 of CBC's declaration (Nuisances) if ESA is creating a nuisance, such as excessive barking, aggressive behavior, etc., the ESA could be removed from the building
9. ESA must be in a crate when left alone in unit.
10. Other regulations may be enacted to ensure owner protection.

4/25/22

FROM: Crescent Beach Condo Association

RE: Florida 's SB 1084, Emotional Support Animals

The Florida legislature passed SB 1084, signed by Gov. Desantis became effective July 1, 2020.

From The Senate 2020 Summary of Legislation Passed:

*"The bill creates a new cause for disciplinary action against a health care practitioner's license for providing supporting information for an emotional support animal, without personal knowledge of the patient's disability or disability-related need. It also creates the misdemeanor crime of providing false or fraudulent emotional support animal information or documentations...."*

Please return the following in the enclosed self-addressed stamped envelope. Thank you for helping us adhere to the law.

Applicant's Name: \_\_\_\_\_

Please check one of the following:

- Yes, I have seen this patient.
- No, I have NOT seen this patient.

Signed: \_\_\_\_\_

## **FINES AND SUSPENSIONS**

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(A) The Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's Tenant, Guest, or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Condominium Documents. This paragraph does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The Board of Directors may levy reasonable fines for the failure of the Owner of the Unit, or its occupant, licensee or invitee to comply with any provision of the Condominium Documents. The fines shall be in an amount deemed necessary by the Board of Directors to deter future violations. Unless the Condominium Act is amended: (i) a fine may not exceed \$100.00 per violation (except that a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing); (ii) a fine may not in the aggregate exceed \$1,000.00; and (iii) a fine may not become a lien against a Unit.

## **HANDICAP POLICY**

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Please be advised that any Owner, Guest and/or Renter must provide the office with documentation of any existing handicap.

The Association needs this information in case of an emergency so we can provide the Fire and/or Police department with a list of people who may need assistance, if the building needs to be evacuated.

In addition, the Association requests this information so we can have on file a list of people who will require the need to use the handicap parking spaces available on the grounds.

This information will be kept confidential. This information will help determine if there is a need for Crescent Beach to provide additional handicap parking spaces.

Please fill out the form below and return to the office with medical certification.

Name: \_\_\_\_\_

Unit# \_\_\_\_\_ Make/Model of Car \_\_\_\_\_

Registration of Ownership of Vehicle \_\_\_\_\_

Description of Special Needs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **TILE BALCONY FLOORING POLICY**

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Any owner wishing to install carpet or tile on their balcony must submit their plans for approval to the association office. Failure to do so will result in a fine and removal of the floor coverings if they are not approved materials.

Owners may install tile on balconies, it must have a waterproof membrane underneath the tiles such as Sonneborn Sonoguard Polyurethane Waterproofing or equivalent.

All tile installations must be sloped to allow for proper drainage and a one-half inch space must be provided around the perimeter of the tile floor that meets the parapet and this space must be caulked. No grout is to meet the wall area from the tile area per *Engineer Jerry Meron*.

Owners may install carpet on the balconies, but the carpeting may not be glued down. All carpets should be bound on the edges and cut to fit so they may be removed if work to the concrete below is needed.

Contractors performing work on the balconies must submit copies of liability insurance in the amount of no less than 1 million dollars prior to beginning work on the project.

When working on balconies contractor may not wash or drain anything off the balcony and into the drain holes that lead outside the balcony wall.

All contractors must acquire the necessary license, insurance and permits as required before starting work.

All contractors and employees must obey all the rules and regulations required by the Crescent Beach association. A sheet of all rules and regulations will be given to each contractor performing work in the building. These rules and regs will be signed off on by the contractor and several copies will be given to the contractor for distribution to his employees working in our building. Also, a copy of the Rules and Regulations will be posted inside the entrance door or other appropriate place of the unit being worked on so those working in the unit will be advised of requirements.

## **INTERIOR FLOOR COVERINGS AND UNDERLAYMENT POLICY**

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- i. Any owner wishing to install carpet or tile in approved areas must submit their plans for board approval before any work can be performed. Failure to do so will result in a fine and removal of the floor covering if the association cannot determine if they are approved materials. In the case of tile floors or wood flooring, this may require the removal of sections of the floor coverings to determine what was placed underneath.
- ii. Owners may install tile or wood floor coverings with Proflex 90, Super Sam 90, or any material that meets or exceeds these products for noise transmission reduction.
- iii. Owners may install carpet anywhere in the unit. Carpet must be installed over high quality padding only; glue down carpet is not allowed.
- iv. Contractors must adhere to all the Rules and Regulations required by Crescent Beach Association. A copy of these Rules and Regulations will be furnished to both the owner and the contractor.
- v. Owners will be ultimately responsible for all damages caused by the contractor and their employees and Sub Contractors. We suggest all owners make known to their contractor to respect the Rules and Regulations and keep the property clean while the project is ongoing.
- vi. Contractor must provide the office with all insurance certificates prior to the start of work.
- vii. Driver's license is required to obtain a key from the office. Contractors must return keys by 4pm each day and collect their driver's license. Keys taken home at night or lost will result in re-keying the unit at the contractor's expense and a \$100 fine will be assessed.

## **HOT WATER HEATER**

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The board mandates all hot water heaters and the pan it sits in be replaced prior to 6 years. The city of Marco Island requires that heaters be hard-wired, rather than plugged in. To do this requires an electrician and a permit.



## **LATE PAYMENT OF ASSESSMENT**

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### **AMENDED AND RESTATED BYLAWS OF CRESCENT BEACH CONDOMINIUM ASSOCIATION, MARCH 2020**

#### **10.6 Application of Payments**

Failure to Pay: Interest. Assessments and installments thereon paid on or before 10 days after the date due shall not bear interest, but the Association may charge interest at the highest rate allowed by law, calculated from the date due until paid on all sums not timely paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent Assessment. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

## **LIEN POLICY**

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Assessments are due on the first day of the month. In the event an assessment has not been received in the office by the third of the month, the office will either send an E-mail or place a courtesy call to the owner.

Should the assessment not be received by the fifth day of the month, the office will send a certified letter to the owner stating that if payment is not received within 30 days from the date of the letter, the Association will move to place a lien on the unit. The cost of the lien process and its removal will be the responsibility of the owner.

**Effective February 11, 2009**

**AMENDED AND RESTATED BYLAWS OF CRESCENT BEACH CONDOMINIUM ASSOCIATION,  
MARCH 2020**

**13.Default**

**13.1**

In the event an Owner of a Condominium Parcel does not pay any sums, charges or Assessments required to be paid to the Association within ten (10) days from the due date, the Association may foreclose the lien encumbering the Condominium Parcel created by nonpayment of the required monies in the same fashion as a mortgage is foreclosed and in accordance with the procedures required by the Condominium Act. The Association may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. The Association shall have the right to bid on the Condominium Parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. The Association, provided that it is the prevailing party, shall be entitled to payment of costs thereof, together with a reasonable attorney's fee, including expenses incurred on appeal.

(A) If an action of foreclosure is brought against the Owner of the Condominium Parcel for the nonpayment of monies due the Association, and as a result thereof the interest of the said Owner in and to the Condominium Parcel is sold, then, at the time of such sale, the Condominium Parcel Owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

(B) If the Association becomes the Owner of a Condominium Parcel by reason of foreclosure, it may offer said Unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Parcel, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Condominium Parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former Owner of the Condominium Parcel in question.

(C) The Assessments of the Association shall be paid by each member in accordance with the annual budget and as otherwise provided herein. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Association shall have a right to assess its members for their pro rata share of any additional monies so required and the same shall be paid upon demand. All Assessments shall be made against owners not less frequently than quarterly in amounts no less than are required to all of the unpaid operating expenses previously incurred. Nothing here shall prevent the Board from paying taxes on retained monies or directing such payments; or, in the alternative, the Board may return retained sums to Owners in accordance with the percentage of their ownership prior to the end of the Association's fiscal year.

(D) In the event of a legal termination of a membership and of the occupancy rights thereunder by foreclosure of the Association's lien, the member or any other person or persons in possession by or through the right of the members shall promptly quit and surrender the Unit to the successful bidder of the Unit at the foreclosure sale, whether the Association or a third party, in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to re-enter and repossess the Unit.

## **OWNER TO OWNER LEASE**

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As of February 3, 2020

Per CB's Condo Declaration, an owner can only engage in 3 Owner to Owner Leases of 30 days or less in 1 calendar year.

(If CB did not enforce this provision, CB would be classified as a motel and lose our not-for-profit tax status and be under a completely different set of regulations.)

The total number of overnight occupants is 4, regardless of number of bedrooms.

Lessor is required to submit 10 days notice prior to the first day of occupancy

## **OWNERS WITH TWO CARS**

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The Board of Directors has implemented a policy that owners with two cars need permission in writing to park in an absent owner's assigned parking spot. Owners who want to park their second car in the garage are to contact the absent owner whose parking spot they would like to use.

The absent owner must send an email to the office that permission has been granted along with parking spot number, date authorized and when permission expires. The email will be stored so the office will know who has permission. Owners without permission will need to park their second car outside.

## **MINIMUM PARKING REQUIREMENT**

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All units shall have 1 per unit plus visitor parking computed at 0.5 per efficiency unit, 0.75 per 1-bedroom unit, and 1 per 2-bedroom or larger unit. Office/administrative buildings shall have parking provided at 50 percent of normal requirements.

If exception is requested, we should appeal Growth Management at the City of Marco per Jason Growth.

**January 18, 2022**

## **POOL CAPACITY**

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Per County Ordinance, the maximum allowed In CB's Pool Is 24; and the maximum in the Hot Tub is 4.

Owners Should Limit the Number of Guests to the Pool to no more than 4 Guests that are not residing at CB.

## **PROSPECTIVE CONDO BUYERS, JULY 2020**

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The association must approve the purchase of units. Background and credit checks will be done for all prospective buyers.

Income tax returns are only required after receiving the background and credit checks, and there is “goodx” cause.

Based on the credit score categories used by Equifax, anything below a “good” rating of 670 would provide “good cause” and allow CB to ask for the 2 most recent years of Federal Tax Returns.

04/28/2000



## **SHUTTERS**

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New and Replacement Shutters and Sliders can only be installed between May 1 to September 30, same time frame as all other major construction.

Repairs to storm shutters can be done any time during the year.

This policy does not pertain to new or replacement hurricane shutters or sliders needed after a hurricane.

**Revised February 3, 2020**

## **SHUTTER & WINDOW SPECIFICATIONS**

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**SHUTTER COLOR:** Ivory slats/box on floor two thru Penthouse.  
Beige slats/box on 1st floor

**INSTALLATION:** Shutters installed on the lanai must be to the floor, not on the knee wall, using stainless steel fasteners with MP-1 or Sonolastic BASF caulk.

**POSTS:** Shutters installed on Townhouse units must be installed against the building, using ivory posts, ivory box, stainless steel fasteners with MP-1 or Sonolastic BASF caulk.

Any damage from removing existing shutters whether on floors, walls or ceilings must be filled with MP-1 or Sonolastic BASF caulk and stucco patch, then management will supply the building paint. Old screws must be removed, as in time they will cause damage to existing concrete.

Bronze posts on corner two-bedroom units ending '01, '07.

Bronze posts on three-bedroom units ending '00 & 08.

Bronze posts on lower floor units ending '02, '03, & '04.

Ivory posts on units above 4th floor ending '03, '04, 05, & '06.

### **HIGH IMPACT GLASS SPECIFICATIONS FOR WINDOWS/SLIDERS**

(Per Miami/Dade Code Compliant, as each floor has its own wind load velocity rating)

**COLOR:** Windows Facing the Gulf: Bronze Turtle Tint

Windows Facing the Hallway: Bronze Tint

**INSTALLATION:** Using Stainless steel anchors and/or Tap Cons w/urethane, water barrier sealant (ex: Proscoco R-Guard), caulk Sonolastic BASF 150 or MP-1, ivory color.

Apply a Urethane water barrier sealant to concrete block, all sides, to prevent water intrusions and use high grade caulk, Interior/Exterior of Windows/Doors, then paint to match Building exterior. (Paint will be supplied by Association)

## **TILE REPLACEMENT EXCEPTIONS**

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2020, due to damages sustained from Hurricane Irma, the board has granted permission for unit 201 to replace tile inside the unit since it was grandfathered from the original CB builder. The tile is not to be extended to other areas of the unit other than that which was originally tiled.

**For noise transmission reduction Proflex 90, Super Sam 90, or any material that meets or exceeds these products for noise transmission reduction must be used.**

2021, CB Board has approved request to tile throughout Unit 208 based on email of 01.03.22:

PROFLEX-90 will be used in addition to area rugs to provide additional sound barriers.

- Unit 208 does not have anyone underneath them or on either side.
- Unit 208 is above the Garbage Room & Generator Room.

NB: Over 10 years ago Prior Boards have made tile exceptions for the following Units 201, 202, 205 503 & 1107.

## **TIME SENSITIVE PAYMENTS - POLICY**

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All time sensitive payments will be made via Federal Express (or another carrier) so CB has a receipt that is time and date stamped.

**November 15, 2019**

## **WATER SUPPLY LINES**

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Supply lines under sinks or from toilets can be either hard pipe or stainless flexible braided as long as the flexible braided is not looped.

**February 1, 2022**

## **WATER SUPPLY LINES**

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Due to a broken supply line under vanity sink in Unit 1400, the Board is mandating owners to replace all flexible stainless-steel hoses (braided water supply line) found under all sinks and toilet with hard pipe.

**December 2016**