

RULES AND REGULATIONS OF THE SURFSIDE OWNERS ASSOCIATION, INC.

(As Amended and Adopted by SSR HOA Board June 24, 2011- Effective Immediately)
(amended rules are identified by date of amendment)

Definitions:	
Unit:	Any Deeded property on the Surfside Resort Condominium premises.
Unit Owner:	Any Entity or Natural Person who owns a deeded title to a Unit at Surfside Resort, as properly recorded in the deed records at the Walton County Courthouse.
Visitor:	Anyone who is on Surfside Resort premises (other than Unit Owner, Surfside employee, or Commercial Tenant employee or commercial customer).
Guest:	Anyone (other than Unit Owner, Surfside employee, or Commercial Tenant employee) who is/are on the premises overnight.
Residential Tenant:	Anyone in residence at Surfside as a unit owner or guest (private or commercial).
Commercial Tenant:	Any person or entity leasing or otherwise using any commercially designated unit at Surfside.
Patron:	Anyone on the premises for a limited duration for the purpose of doing business with a commercial entity operating on the premises.
Staff:	Personnel who are serving/maintaining Surfside Resort property on behalf of the Association, the rental management company, and any employee of commercial units.
Association:	The Surfside Owners Association, and the President or Manager acting in official capacity as such.

Premises / Occupancy Rules

1. As required by Florida Statute Section 718.112 the Board of Directors has established the "OFFICIAL" section of the message board located at the lobby entrance from the south or owner's garage as the designated location for posting official Association notices.
2. The sidewalks, entrances, passages, vestibules, stairways, elevators, corridors, halls and like portions of the common elements of the condominium buildings shall not be obstructed or used for any purpose other than ingress and egress to and from residential or commercial Condominium Units

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3. Fire Exits shall not be obstructed in any manner.
4. The roof, other than parking garage roof decks, is off limits to everyone except persons engaged in the maintenance and inspection of the building.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the outside of a condominium unit or building or on any part of the common elements without the prior written consent of the Association manager.
Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building unless approved by the Association.
6. Neither the exterior of the condominium units, including all appurtenances, nor any part of the common elements shall be painted, decorated or modified by any condominium unit owner or resident without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
7. A unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building, nor shall such Unit Owner screen or otherwise enclose his connecting balcony railing, atrium, terrace or roof deck without the consent of the Association. Curtains and drapes (or lining thereof), blinds, shutters, shades or other window covering which face on exterior windows or glass doors of units shall be white or off-white in color.
8. Nothing other than balcony-type furniture and plants may be kept or stored on patios, balconies, atriums, terraces and roof decks.
9. The exterior portions of all doors, which face common elements, shall be uniform in appearance and color and all exterior hardware shall be identical.
10. No doormats may be placed in the hallways or corridors and no ornaments or decorations may be hung on the walls of the hallways or corridors. Seasonal decorations may be affixed to unit entrance doors.
11. No unit owner may install or permit to be installed any window air conditioning unit in any unit or in the common elements.
12. No radio or television installation may be permitted in a unit, which interferes with the television or radio reception of another unit. No antenna or aerial may be erected or installed by a unit owner on the roof or exterior walls of the building and, if same is erected or installed, it may be removed, without notice, by the Association at the cost of the unit owner installing same. Citizen band and ham radio installations are strictly prohibited.
13. No condominium unit owner, guest, tenant, or staff shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loudspeaker in a condominium unit between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the condominium.
14. All doors leading from the condominium unit to common elements shall be closed at all times except when in actual use for ingress and egress.
15. All garbage and refuse will be deposited in the facilities provided for that purpose. Unit owners and tenants will insure that garbage and refuse is properly sorted and bagged and that cartons and other packing materials are broken down flat prior to deposit in the refuse containers. Large amounts of construction or renovation refuse must be disposed of

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separately and at the expense of the owner. The Association will at the time of renovation approval, determine the need for commercial disposal.

16. No garbage cans, supplies, milk bottles, or other such articles shall be placed in the halls, balconies, or staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, terraces, roof decks, patios or the like.
17. There shall not be kept in any condominium unit or in any storage facility, any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
18. Employees of the Association are not to be sent out of the building by unit owners for personal errands. The President of Surfside Board of Administration or its HOA Management Agent shall be solely responsible for supervising employees of this Association.
19. The personal property of unit owners must be stored in their respective Units. Bicycles may be stored in the racks provided in the garages. Owners desiring to store items in the designated bike storage facility in the owners garage must register the items with the association on an annual basis. Any items left or abandoned that are not registered will be removed by the association. There will be no fee associated with the registration.
(amended at 03/25/15 Board of Directors Meeting)
20. No unit owner shall make or permit any disruptive noises or noxious fumes in the building, or permit any conduct by any persons that will interfere with the rights, comforts, or conveniences of other unit owners.
21. The Association will retain a passkey to all units. No unit owner shall alter any lock or install a new lock without the written consent of the Association. Where such consent is given, the unit owner shall provide the Association with an additional key.
22. A unit owner who plans to be absent during the hurricane season, must prepare his unit by:
 - a. Removing all furniture, plants and other objects from his patio, terrace, atrium, roof deck or balcony; and
 - b. Designating a responsible firm or individual if other than the Association, to care for his unit, should the unit suffer hurricane damage during the unit owner's absence, and will furnish the Association with the name of such firm or individual.
23. There shall be no cooking on balconies.
24. No carpet or tile of any type may be affixed to the balcony surface. Those who have carpet or tile are grand-fathered; however, upon need of replacement, carpet or tile will not be permitted. Balcony surfaces should be coated with 100% acrylic deck and driveway coating. The color, if other than a terra cotta color, must be approved prior to application.
25. No drilling of balcony floors or ceilings is allowed for attachment or hanging of any material, including, without limitation, planters and hammocks, unless reviewed and approved under competent engineering supervision as required by management.
- 26-A. No unit owner, residential tenant, or commercial tenant shall invite in his absence any person not in residence to use the condominium facilities.

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- 26-B. The association will use property arm bands to distinguish those individuals who are rental guests, owners' guests, and owners. The policy is attached to the Rules & Regulations as Exhibit A. **(amended at 03/07/2019 Board of Directors Meeting)**
27. No commercial or business purpose requiring public access shall be conducted in any unit except for the commercial units and except that unit owners may lease and/or rent their units.
28. If a unit is occupied in the owner's absence, and the unit is not under the supervision of a rental management company, the owner must provide to the HOA manager the names of the guests and duration of the visit. Notice is required for security purposes, and to insure notification of occupants in the event of fire, emergency evacuation, or other safety reason and for maintenance requirements.
29. No unit owner, tenant (including staff), guest, or patron may alter, change or remove any furniture, furnishings or equipment from the common elements.
30. Unit owners are liable for the expense of any maintenance, repair or replacement caused by damage to the common elements which is rendered necessary by a unit owner's acts, or by the acts of any member of a unit owner's family, guests, staff, patrons, or agents of the unit owner or his family.
31. A unit owner seeking to make an alteration, addition or improvement to his unit will request permission to make an alteration to the unit to the Board of Administration through the HOA manager. The manager will determine if the proposed alteration requires submittal of plans and specifications defining the alteration and will specify the detail required for each individual submittal. A unit owner who causes damage to another unit or to the common elements as a result of an alteration, addition or improvement shall be liable to the owner of such other unit or to the Association, as the case may be.
- 31.1 Neither the Surfside HOA manager nor staff shall grant admission to any vendor or person to any individual deeded property without the written, faxed or e-mailed notice by the owner of record requesting admission for such person or vendor. Such request shall state the name of the person(s) or entity to be admitted, the duration and the reason for the request.
- 31.2 Owners of vehicles left unattended for more than one week while the owner is absent should either (1) leave the keys to the vehicle with the HOA manager, or (2) advise in writing to the HOA manager the name and telephone number of another Surfside resident who has keys to that vehicle. Failure to do so will result in towing costs for such vehicle in the event that vehicle interferes with maintenance or poses a hazard to Surfside or other owner property.

Pet Rules

32. Pets shall not be allowed on the premises without the express written permission of the Association, which permission may be revoked at any time with or without cause. Only owners and long-term residential tenants (a lease of 1 year or more) will be permitted to keep pets on the premises. Allowable pets are defined as dogs, cats, fish, or other non-reptile aquarium dwellers, or caged birds. Applications for requesting permission to keep a pet may be obtained from the Association Manager.
33. Unit Owners desiring to house any pet other than aquarium pets or caged birds, shall

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complete an application for a permit. Such permit application shall require the applicant's signature attesting to a complete understanding of the rules governing pet ownership at Surfside, and acknowledging the applicant's agreement to abide by such rules.

34. Only Unit Owners and long-term residential tenants may apply for pet permit. No other visitor, guest, commercial tenant or resident shall be allowed to bring any pet onto Surfside premises.
34. No more than two pets per deeded unit shall be allowed. No reptiles of any nature are allowed on Surfside property.
35. When outside the confines of the Unit Owner's apartment, each pet shall be on a leash. Pet attendant shall use service elevator to transport pet. Pets shall not be allowed to transit the main lobby.
36. Pets shall be required to use the designated pet relief area. Owner shall pick up after the pet, and deposit matter into the designated receptacle.
37. Three violations of per rules shall result in having the pet removed permanently from Surfside property.

Pool / Recreation Deck /Beach/Owner's Room Rules

39. Children under the age of twelve (12) may not use the pool except in the presence and subject to the supervision of an adult.
40. Pool and hot tub rules posted in the pool area must be observed at all times.
41. The pool deck facilities shall not be closed or access limited except for the purposes as listed below.
 - a. The pool deck in its entirety or a limited portion may be closed for functions hosted on behalf of the entire owners Association. Such functions will only be permitted if the function has been pre-approved by the Association Board.
 - b. A portion of the pool deck may be reserved for private functions by owners, the restaurant or others if pre-approved by the HOA Manager. Reservation of the pool deck area shall be subject to the fees, times and dates listed below. Use of the pool deck for private functions by owners, the restaurant or others shall not impede other owners or non-owners access to the pool, spas, or beach.

In order to reserve a portion of the pool deck for private functions hosted by owners and by non-owners, the reserving party shall be obligated to pay the fees set by the Association Board or President. The Association Board or President shall set the fees according to type and size of function of the event, and the Association Board or President shall require payment of a minimum fee. (Applicable catering charges will be negotiated with the restaurant owner and are in addition to the Association's reservation fees.) Availability of the pool deck for reservations generally excludes holidays, holiday weekends and the period from Memorial Weekend to August 1. The reserving party shall coordinate set up of the pool deck with the HOA Manager and/or the restaurant. Actual closing to the public of a portion of the pool deck will begin no

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earlier than 5:00PM, and the pool deck will re-open no later than 10:00PM. Bookings for the pool deck shall be made through the HOA Manager.

Nothing in this section shall prohibit the pool deck from being closed in part or in its entirety if the HOA Manager deems it necessary for repairs or maintenance or for safety reasons.

42. Surfside's Beach is privately owned and access is limited to Owners and Guests of Surfside Resort.
43. A specified area of Surfside's deeded beach may be reserved for private functions by owners for their personal use at no charge and by non-owners at a fee to be set according to type and size of function, with a minimum charge as set by the association Board or President. *This fee does not include the permit(s) required by Walton County for Beach use.* Beach set-up for all functions may begin no earlier than 5:00PM during beach service season, and all functions must conclude by 10:00PM. Bookings for the beach shall be made through the HOA Manager. Bonfires are not subject to these rules and are covered in Rule 45.
(amended on 04/20/16 Board of Directors Meeting)
44. Tents and canopies are prohibited on the Beach. Placing personal umbrellas in front of Beach Service umbrellas is prohibited. Sun shades not to exceed six feet by six feet are permitted for protection of children and infants.
(amended on 06/29/17 Board of Directors Meeting)
45. Bonfires are allowed on Surfside's Private Beach provided they are booked through Surfside's restaurant operator who shall be responsible for scheduling, set up, break down, clean up, obtaining required permits and insurance costs. Bonfires are limited to a maximum of two (2) fires per day and may not start before 5:00 PM or after 9:00 PM with a duration of up to three (3) hours. Time may be extended for up to two (2) hours provided the participants are not creating a noise nuisance to the property as determined by the Association. The location of the Bonfires shall be near the eastern and/or western Surfside property lines.
(amended on 04/20/16 Board of Directors Meeting)
46. Paraphernalia used for the consumption of alcoholic beverages are not permitted on Surfside's Private Beach. This includes but is not limited to beer funnels, beer kegs or portable mixing devices. Kegs or dispensing equipment used during an authorized function or those used within the confines of a licensed establishment are excluded if approved by the HOA Manager.
47. Any patron of Surfside's Private Beach deemed to be creating a public nuisance (loud, intoxicated, disruptive, profanity) will be required to leave the property.
48. All rules posted on Surfside's Private Beach must be observed at all times.
49. The "Owner's Room" may be reserved by owners for their exclusive use, There will be no charge for the use of the room, however, if damages are incurred or cleanup is required, the owner will be charged for the cost of repair/replacement and/or the cost of cleaning the room.
50. Surfside Owner's Association functions (Board/Committee meetings, parties, bridge, etc.) will not be charged a fee.

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51. The “Owner’s Room may be rented to non-owners on a space available basis. A rental fee of \$100.00 per day and \$100.00 security/cleaning fee will be charged.
52. In the event of conflicting requests for the use of the “Owner’s Room”, the HOA Manager will make the determination of priority.
53. The person signing for the room will be responsible for damages. All trash, food, and garbage will be removed from the room and the room cleaned before returning the key. The \$100.00 deposit will be forfeited if the room is not cleaned or damage is sustained. Any damages in excess of the deposit amount shall be billed to person signing for or reserving Owner’s Room.
54. The Owner’s room is a NO SMOKING area, and all using the room must comply. Activities involving children under the age of sixteen will require continuous adult supervision.

Parking Rules

55. Each deeded unit may have no more than two (2) permanent window decals issued authorizing parking in the designated “Homeowner Only” South parking garage
56. Parking areas, entrance and driveways may be used only for the purposes permitted by the Declaration. Skating, skateboarding, bicycle riding or other recreational activities are not permitted in the parking areas, entrance or driveways. Car washing is permitted only in the area, if any, designated by the Association for such purpose.
57. No motor vehicle which cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. Except in emergencies, there shall be no repairs of motor vehicles made while on the Condominium Property.
58. All vehicles belonging to owners, guests, and staff must display a current parking decal or permit issued by the Association manager or the Rental Management Company.
59. In the event a Unit Owner is visiting Surfside, but did not travel with the vehicle on which the permanent parking decal is attached, the unit owner may request a “Temporary Owner’s Pass” that will entitle parking in the “Owners Only” South garage.
60. Guest parking passes for parking in the designated west or north garage parking areas will be issued with the following limitations: One (1) bedroom units may have up to (2) guests passes, two (2) bedroom units may have up to three (3) guest passes and three (3) bedroom units may have up to four (4) guest passes. With the exception of the patrons of commercial units, any unit owner requiring visitors parking for more than the foregoing , at any one time, must request permission of the Association Manager, who shall ascertain the availability of such spaces before granting permission and issuing permits.**(amended 03/25/16 BM)**
61. All staff personnel are directed to use the North garage at all times with the exception of the HOA Manager, Rental Manager, and Maintenance Supervisor. Managers are permitted to park in the Owner’s garage during business hours only. The HOA Supervisor may park in the east lot immediately North of the South Garage.
62. The outside parking lot just north of the south garage is designated for vendor/contractor parking only from 8:00 a.m. until 6:00 p.m. daily, in order to allow access to delivery service and contractors (electrical, air conditioning, plumbing, etc.

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63. Boats, trailers, campers or recreational vehicles of any sort shall be kept in the designated areas at all times. The HOA manager will designate areas.
64. The HOA manager is authorized by the Board of Administration to make exceptions to the parking rules in individual cases as required by the circumstances.

Rules Violations

65. Any vehicle improperly parked may be towed away at the vehicle owner's expense.
66. In addition to towing, Surfside may, at any time by or under the direction of the HOA manager or Authorized Association Representative, immobilize a vehicle by attaching a "boot" or similar wheel lock device. At the time of attachment, a notice shall be affixed to the vehicle, in a conspicuous manner, sufficient to warn any individual that the vehicle has been immobilized and that any attempt to move the vehicle might result in damage to the vehicle and is grounds for criminal charges. In addition, the notice will state the violation and fees that must be satisfied before the wheel lock will be removed and the location where the moneys can be paid. A \$100.00 immobilization fee shall be charged.
67. The enforcement of these rules shall be a function of the HOA Board of Directors and the Board's duly authorized agents only. It SHALL NOT be the function of any Homeowner, either individually or in groups, to challenge, engage, intimidate, threaten, coerce, scold or otherwise attempt to enforce upon any person on SSR property any rule or regulation promulgated by the Board of Directors. The only exception shall be the ability to bring to the attention of any violator a safety infraction, which, if unattended, might bring physical harm to himself or any other person as a result of actions of the violator. Other perceived violations of rules and regulations should be brought to the attention of HOA management. Homeowner violations of this rule shall subject Owner to fines and possible civil actions from those damaged by such interference.
68. A violation of any of the Association Rules and Regulations will result in a letter of warning from the Association. A subsequent infraction of the same Rule or Regulation may result in a \$25.00 fine, per day, up to a maximum of \$1000 per violation.
69. Notice of Violation: When a violation of the governing documents or the Rules and Regulations of the Association comes to the attention of the Association, the Manager shall notify the unit owner citing the violation and request that correction be made. In all cases violations will be corrected within thirty (30) days of the Notice of Violation.
70. Notice of Impending Fine: If the violation has not been corrected within the notice period, or a reasonable attempt made by the owner correct the violation has not been made, a second letter shall be sent by the Association informing the owner that not more than ten (10) days from the date of the letter, an fine of up to \$1,000 will be levied against the owner. The letter shall also inform the owner that he or she may, within the 10 day period request a hearing on the impending fine.

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71. If the Unit Owner requests a hearing, the President of the HOA Board shall appoint a Fine Review Committee comprised of three persons (either directors or other non-director Unit Owners). This Fine Review Committee shall arrange to meet with the Unit Owner requesting such hearing within three days of this Fine Review Committee appointment. The meeting may be in person or by telephone. The decision of the Fine Review Committee shall be presented to the President of the Board within one (1) day of the meeting's conclusion. The decision of the President shall be final.
72. Nonpayment of Fines: If the Owner refuses to pay the fine levied, the Association may pursue nonpayment in Small Claims Court. The Board may also remove owner privileges, as permitted by State Law (F.S. 718.303) and the Association's documents (Section 5, Paragraph 14).
73. Violations for non-payment of assessments may result in the suspension of Surfside telephone and cable service as well as suspension of use of the recreational facilities of Surfside, as long as the violator is delinquent in the payment of assessments. The facilities which the violator, its renters and guests may be excluded from include the pool deck, sports deck, fitness room and access to the beach.

In the event of a conflict between the provisions of these Rules and Regulations and the Bylaws of the Association or the Declaration of Condominium, the Bylaws shall supersede the Rules and Regulations and the Declaration of Condominium shall supersede both.

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EXHIBIT A- RULES & REGULATIONS
SURFSIDE PROPERTY BANDS POLICY

Property Bands will be used during the Spring and Summer Seasons. There will be three (3) types of Property Bands. The initial distribution of bands will be at no cost to the owners.

- (1) **Disposable Bands**- these bands will be used during the Spring Season. The bands will be used from approximately March 15th through May 15th. The bands will be snap on bands that will be issued by the Front Desk and Security. These bands must be worn by all rental guests during the Spring Season. These bands will also be used for off property guests.
- (2) **Silicone Bands**- these bands will be used during the Summer Season. The dates will be from approximately May 16th through October 31st. These bands will be slip on bands that will be provided to all owners. It is the owner’s responsibility to issue the band to their rental management companies. These bands must be worn by all rental and non-rental guests during the Summer. These bands must be worn by all long-term rental guests and owner guests during Spring Season. The bands will be blue with Surfside in white.
- (3) **Owner Bands**- these bands will be used from Spring through the Summer Season. These bands will be slip on bands and will be white with the Surfside logo imprinted on them. These bands are for the registered owners only. The bands will be distributed by the association office.

****Children five and under are not required to wear a band. Individuals with physical restrictions or challenges are not required to wear a band.**

The association requires the rental owners and their management companies to inform the guests of the usage of Property Bands, and provide written material stating the bands are mandatory. The guests need to be aware of the band policy prior to their arrival to prevent issues. The objective is not to have a situation where a guest is unaware of the property band policy. This lack of knowledge will not prevent the enforcement of the policy.

Property Amenities

The bands must be with the guests whenever they use any of the property amenities. Property amenities include the following;

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| (1) Pool Deck: Main Pool, Hot Tubs, Kiddie Pool, Sun Deck, and Bathrooms |
| (2) Recreation Deck: Tennis Courts, Shuffle Board, Volley Ball, and Basketball Court |
| (3) Beach: Dune-walkover and Tower Shower station |
| (4) Fitness Center |
| (5) Grille Area |



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Distribution of Bands

The disposable Bands will be issued by the Front Desk staff during operational hours. The number of bands issued will be as requested on the Surfside Occupancy Report, but in no case shall exceed the maximum per unit as indicated in the table below. Those guests checking in when the Front Desk is not open, will obtain the bands from Security.

The initial inventory for the Silicone Bands will be issued to the owner of each unit at no cost. Each owner or authorized representative is required to pick up the inventory from the Association Manager. The distribution and management of the bands is the responsibility of the owner or the owner's designated management company. The number of bands issued in any combination of sizes shall not exceed the maximum per unit as listed below.

	Initial Inventory (Silicone)		Max. per Reservation
	Adult	Youth	
(1) Three-Bedroom Units:	12	10	twelve (12)
(2) Two-Bedroom Units:	8	6	eight (8)
(3) One-Bedroom Units:	6	4	six (6)
(4) Studio Units:	4	2	four (4)
(5) Lockouts:	4	2	four (4)

** Each unit will be allowed to have up to five (5) disposable bands for off property guests of the unit. These bands are for a single day. The bands must be obtained by the Front Desk or Security staff. Only the registered adult for the unit can obtain the off-property guests' bands.

Replacement of Property Bands

The cost of any Property Band that is lost and needs to be replaced will be \$1.00 and will be charged to the owner. Replacement for lost Disposable Bands during the guest stay must be requested from the Front Desk. Replenishment of the Silicone Band inventory must be requested by the owner to the Association Manager by email or text specifying the number of adult and youth bands to be replaced and identifying the representative that will be obtaining the bands. The bands will be available the next day after the request is received.



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All owners should emphasize to their guests the importance of keeping track of the Property Bands. Guests should be informed through written material of the importance of maintaining the bands and to return each Silicone Band at the end of their stay.

The association will implement a policy for our staff and security staff related to the enforcement of the amenity bands. There will be two (2) scenarios associated with the bands;

- (1) The individual(s) are not guests of the property and have no rights of usage. The staff or security staff will escort the individual(s) off the property. The individual will be informed that Surfside amenities are strictly for owners and guests only.
- (2) The individual(s) are guests of the property and have rights of usage. The staff or security will inform the guests that bands are required at all times when using the Surfside amenities and will inform the individual(s) to return to their room and retrieve the bands. If there are no property bands in the unit, then the guests will need to contact the owner or rental management company for the unit before using the amenities.

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