



The Windjammer Condominium Association, Inc

C/O Keys Property Management

(321)784-8011 | 5505 N Atlantic Ave, Suite 207

Cocoa Beach, FL 32931

Dear Homeowner:

My name is Rick Alexander, and it is my pleasure to introduce myself. I am a licensed Community Association Manager with Keys Property Management who has been assigned to be your community manager.

Keys Enterprise is a small firm, which provides personalized services and strives to build solid relationships offering exceptional service to exceptional developments. We work to deliver great customer service and quality property management. We do this by maintaining open lines of communication, responding quickly to requests, having a local presence in the community, and listening earnestly to the needs of our customers.

Be sure to make all payments payable to: Windjammer Condominium Association. Currently Windjammer adheres to a monthly maintenance fee schedule. You may set up automatic payments on your account that will come out approximately on the 4th of the month when your assessment is due. There is a form included in your welcome package with further information about this service or you can contact our front desk at cocoabeach@keysenterprise.com. You may also set up the payments online on the Vantaca owner's portal.

You may also make one-time payments through the portal, but the service provider does charge a convenience fee for recurring and one-time fees. This fee is charged for all credit or debit card transactions, however there is no fee when using a bank account recurring transactions. There is a fee for one-time payments using any method. In addition, if you are set up on our automatic payment and there is a change to the monthly fee, no action is needed on your part and the payment will automatically adjust in the system.

If you elect to manually mail in your monthly assessment, **please put your account number on the memo line of the check.** Please mail your payment to:

The Windjammer Condominium Association, Inc.

C/O Keys Property Management

PO BOX 64625

Phoenix, AZ 85082

Please do not mail payments to the Keys Property Management office, as it will only delay payment processing.

For non-emergency inquiries you should contact our receptionist by email at cocoabeach@keysenterprise.com or by phone at (321)784-8011, or 24/7 maintenance emergencies; call our office and press the corresponding number to be connected to our

answering service. The answering service in Jacksonville, Florida will triage the call. Depending on the type of service needed, they will contact the CAM in the appropriate manner.

You may register on your community website at <https://www.keysenterprise.net/windjammer>. The Windjammer Condominium Association website is currently available. The registration is a two-part process. After you submit the registration, our administrative team will review the request and grant access, and that process can take several days. This website gives you access to meeting minutes, financials, governing documents, and other information about your community.

You may also register for Vantaca, our resident portal, at www.keysenterprise.com. This portal allows you to check your account payment history, make payments, create maintenance service requests, and submit address information changes along with other forms of communication to our company and the Board of Directors. You can also access the community website through the Vantaca owner's portal.

In addition to the web link, there is also an app that can be used on *IOS* and *Android* devices. The app is called *Home by Vantaca*. The app is free to download. Your log in credentials will work with the app and the online version.

If you need assistance, please do not hesitate to contact our administrative assistants at the Cocoa Beach office. Congratulations on the purchase of your new home.

Sincerely,

Richard Alexander, CAM
rick@keysenterprise.com

The Windjammer Condominium Association

Unit Registration Form

Building/Unit: _____

Date: _____

Owner

Information: Unit Owner Name(s): _____

Mailing Address: _____

City, State, Zip: _____

Telephone #: _____ Cell #: _____

Email: _____

Seasonal Address: _____

City, State, Zip: _____

Vehicles: Year: _____ Make: _____ Model: _____ Tag# : _____ State: ___ Color: _____

Year: _____ Make: _____ Model: _____ Tag# : _____ State: ___ Color: _____

Emergency

Contact: Name: _____ Phone #: _____

Address: _____ Relationship: _____

Other Required

Information: Home Owners Insurance Company _____ Policy #: _____

Address of Insurance Company: _____ Phone #: _____

Agent of Insurance Company: _____ Phone #: _____

If you provide a key with a neighbor, please indicate name, unit number and phone number below:

Name: _____ Unit: _____ Phone #: _____

In the event of an evacuation or emergency, do you or any member of your household or individuals leasing your property require special attention? Yes No

If yes, what special attention is required? _____

Unit Use: Permanent Residence: Yes No Part Time Residence: Yes No

Rental: Yes No

Rental/Lease: Name of Lessee(s): _____ Phone #: _____

Name of Rental Agency _____ Phone # _____ Name of Rental Agent _____

PREFERRED METHOD OF COMMUNICATION FORM

Dear Windjammer Condominium Association Member,

Please update the following information and return this form to the address or email address listed below.

This information is needed to update our records and is required by the State of Florida as authorization from residents to receive email notification of Association business.

Primary Owner's Name: _____

Non-Primary Owner's Name: _____

Unit & Street Address: _____

E-mail Address: _____

Additional E-mail Address: _____

Telephone: Home: _____ Cell: _____

Additional Telephone: Home: _____ Cell: _____

Additional Address: _____

PLEASE INITIAL TO GIVE YOUR APPROVAL –

_____ Authorization is given to the Association/Management to email community information.

_____ Request the Association/Management to mail community information.

(Please know that the only Notices mailed if you choose the second option, will be the i.e., Budget Meeting, Special Assessments, Annual Member Meeting. Board meeting (s) for normal Association business will be posted as required and a courtesy email will be sent to those that authorized it be sent. Ref. [718.112 Bylaws.](#))

Signature _____ Date _____

******* email or mail this form to us*******

Keys Property Management Enterprise

5505 N. Atlantic Ave, Suite 207, Cocoa Beach, FL 32931

Email cocoa beach@keysenterprise.com

KEYS PROPERTY MANAGEMENT
Preauthorized Electronic Assessment
Payment Services Authorization Card

Association Name _____

Unit Address _____

City, State, Zip _____

E-Mail Address _____

Phone Number _____

I (we) hereby authorize **Keys Property Management Enterprise, Inc.**, hereinafter referred to as MANAGER, as agent for the association named above to initiate debit entries to my (our) checking/savings account at the depository named below, hereinafter referred to as DEPOSITORY, to debit the same to such account.

DEPOSITORY NAME

This authority is granted in accordance with the terms and conditions of the MANAGERS Preauthorized Electronic Assessment Payment Service Agreement & Disclosure Statement receipt of which I hereby acknowledge. This authority is to remain in full force and effect until MANAGER has received written notification from me (or either of us) of its termination in such manner as to afford MANAGER a reasonable opportunity to act on it.

SIGNATURE (REQUIRED)

DATE

SIGNATURE (REQUIRED)

DATE

ATTACH VOIDED CHECK OR DIRECT DEPOSIT FORM FROM YOUR BANK WITH THIS AGREEMENT AND SEND BOTH TO:

Keys Property Management Enterprise, Inc.

5505 N Atlantic Ave #207

Cocoa Beach, FL 32931

Or email to: AR@keysenterprise.com

PLEASE RETAIN FOR YOUR RECORDS

Preauthorized Electronic Assessment Payment Service Agreement & Disclosure

Preauthorized charges to your account will be processed, when due, for the amount of your regular assessment payment. Payments so collected will be deposited to the checking/savings account of your ASSOCIATION, maintained with Community Association Banc.

There may be changes to the assessment amounts and/or due dates in accordance with the ASSOCIATION'S governing documents and applicable statutes including notification requirements of the ACH (Automated Clearing House) rules.

We reserve the right to make changes in the agreement at any time. We may cancel Preauthorized Electronic Assessment Payments at any time without cause and you can terminate this agreement at any time by giving sufficient written notice or by closing the designated accounts.

Preauthorized Electronic Assessment Payment Services

What:

Keys Property Management Enterprise, Inc. offers association owners an opportunity to pay their regular association assessments using automated electronic payments. Preauthorized electronic payments mean that homeowners can pay their assessments automatically without writing checks, thus eliminating the potential for late payments. In addition, the association is assured prompt, predictable payments to help better manage funds. This program is available to all owners regardless of where they bank.

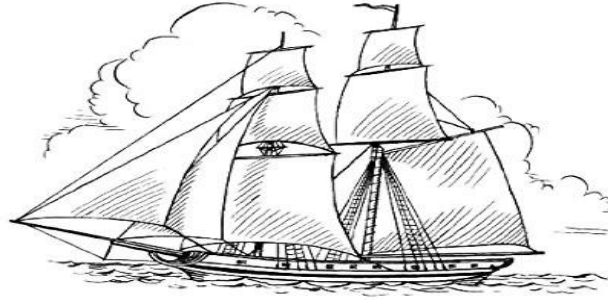
How:

The preauthorized electronic assessment payment service uses the Federal Reserve System's Automated Clearing House (ACH) to facilitate electronic transfers from the owner's checking/savings accounts directly into the association's bank account. Funds are transferred between the 1st and 5th day of the month and appear on the owner's bank statement each month. Information regarding payments is reported to the association's management or bookkeeping company on the same day funds are deposited to the association's account.

Charges: The monthly recurring fee is run at no cost to you.

If you have questions or need further information, please call or email:

Amanda Beasley; Property Accountant at 321-784-8011 AR@keysenterprise.com



Rules and Regulations of the Windjammer Condominium

Windjammer Condominiums

555 Fillmore Avenue
Cape Canaveral, FL 32920

Board of Directors:

President – Scott Santomauro
Vice President – Art Castner
Treasurer – Steven Slaton
Secretary – Kitty King
At large – William Carmichael

Management Company:

Keys Property Management Enterprise, Inc.
5505 North Atlantic Avenue Suite 207
Cocoa Beach, FL 32931

Property Manager:

Rick Alexander
321-784-8011
Rick@KeysEnterprise.com

**Approved by Board of Directors
08/09/2023**

Rules and Regulations of the Windjammer Condominium

I. INTRODUCTION

1. These Rules and Regulations (R&R) are necessary for the continuing mutual benefits, enjoyment and comfort of all owners while ensuring the successful operation of the Condominium, which include the use of common facilities and the limited common facilities that are provided to the owners, their lessees and guests as defined in the Windjammer Declaration. This document includes all of the "Use and Modifications Restrictions" in the Windjammer Declaration and has been expanded and clarified by the Board of Directors of the Condominium Association on April 26th, 2021. These R&R are complete and supersede all other R&R that have been issued prior to this date. These R&R apply to all owners, renters and guests who utilize the Windjammer apartments/units and the common elements provided them. All unit owners are responsible for the observance of these R&R by the members of their household, their lessees and guests, and for reporting observed violations of others to the Windjammer Board of Directors for corrective action.

2. Authority: Reasonable regulations concerning the use of the condominium property may be made and amended by a majority vote of the Board of Directors of the corporation at a properly noticed Board Meeting, as provided by its Articles of Incorporation and Bylaws, and documented in the minutes of that meeting.

II. USE RESTRICTIONS

1. Occupancy and Leasing:

a. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants. Each apartment unit's residential use by the owner or owners and their immediate families shall be limited to no more than four (4) persons on a permanent basis.

b. The apartment may be rented, provided the occupancy is only to one lessee and members of his immediate family, his servants and guests, and provided the unit is rented or leased for a minimum of thirty (30) days to any one lessee. No rooms may be rented, and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section or any of his other duties as an apartment owner.

c. Sub-leasing of any type is prohibited.

d. All leases shall be in writing and shall contain language requiring compliance with and subject to the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws, and these R&R.

e. All leases must be registered with the Board of Directors or its designated agent prior to occupancy. Owners wishing to lease their unit are responsible for providing the Board a copy of the lease (or Intent to Lease if using Airbnb, VRBO or similar platform) along with a prospective tenant/guest information sheet for review. Owners or rental agents must drop off the lease (Intent to Lease Form) and tenant information sheet in the Windjammer Office mail slot or email to cocoabeach@keysenterprise.com at least two (2) weeks before the leasing period. A copy of the lease will be forwarded by the Board to the Association's Property Manager (Keys Property Management Enterprise, Inc. – Phone: 321-784-8011). Owners or rental agents must provide tenants/guests with a current copy of the R&R, as well as the current Condominium COVID Recommendations. After checking in with the Manager, the tenants will be provided a parking tag. (Note: If the 2-week requirement cannot be met, owners or rental agents must submit the lease as soon as possible to cocoabeach@keysenterprise.com.)

f. If leaving the condo vacant for more than a few days, the unit must be secured with shutters drawn, water off, power to water heater off and the air conditioner left on.

2. Behavior and Nuisances:

a. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage is allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make use of the common elements that will increase the cost of insurance upon the condominium property.

b. No immoral, improper, or offensive use shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

c. Excessive noise, including loud music and disruptive behavior, is restricted between the hours of 10:00 p.m. and 8:00 a.m.

d. No games using hard balls or objects such as baseball, softball or football are permitted on the lawn on the east side of the property due to the proximity to the condominium.

e. The swimming pool area is for the enjoyment of the owners, tenants and their guests only. Owners' tenants or guests staying within an owner's unit are welcome to use the pool and pool area. Owners' guests not staying within the unit must be accompanied by the owner while at the pool. All those who use this area must follow the posted signs that provide instructions for its use and conduct.

f. Sanitary conditions must be maintained, so all garbage is to be placed into plastic bags, tied and placed into the dumpsters located in the first-floor trash room. Please follow the posted signs when disposing of trash. Containers for recyclable items are also provided.

f.i. Recycling of all acceptable waste is strongly encouraged. This includes recyclable plastic, cardboard, aluminum foil, paper, and aluminum, steel or tin cans. All items must be clean before placing in the recycling bins.

f.ii. No plastic bags or greasy pizza boxes are allowed in the recycling. Do not dispose of your recyclables in plastic bags; empty your items out of the bag, and place the plastic bag in the trash room.

g. Use of the provided grocery carts is limited to occupants only and must be returned to the proper location on each floor after use. They are not to be used by contractors working on the premises.

h. No commercial business or the activities supporting a commercial business of any kind shall be conducted or permitted anywhere on the Condominium Association's property or garages. Activity within the confines of the owner's unit is limited to a home office or actions that do not require an occupational license.

i. Garage sales are limited to one (1) per year per unit owner. Additional garage sales will require advanced written approval of the Board of Directors.

j. Do not dispose of any feminine hygiene products, baby wipes, cleaning cloths, or disinfecting wipes (even those that state "disposable") into any sinks, bathtubs or toilets on the Condominium property. The cost to repair plumbing lines will be the owner's responsibility.

3. Pets:

a. All pets or other animals kept in or upon the condominium property shall be kept on a leash when outside of the owner's unit. Each apartment unit shall be allowed no more than one (1) pet by the owners, at any one time.

b. A pet shall be defined as an ordinary domesticated animal (cat or dog). A bird or fish is allowed. There will be no exotic animals allowed (monkeys, snakes, etc.).

c. Outside their apartment, all pets must be under control via leash by the pet owner at all times, and any defecation or elimination by the pet on the property must be cleaned up by the pet owner.

d. No dangerous dogs are permitted per FL Statute 767.10-767.16. Any resident that has an incident with an aggressive animal is reminded to report this to the Cape Canaveral City Police Department (321-868-1212) or Brevard County Sheriffs Office (321-868-1113) to file a Police Report, documenting the occurrence. One can always call 911 in an emergency.

4. Entry and Keys:

a. The Board of Directors or employees of the corporation may enter any unit for the purpose of maintenance, inspection, repair, and replacement of the improvements within units, at reasonable times, or the common property, or in case of emergency threatening units or the common property, to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the Bylaws of the corporation.

b. All owners are required to provide to the office all keys necessary for entry into the apartments and its garage.

c. If a key is not available and it is necessary for the Board of Directors, its employees or contractors to enter a locked apartment or garage, a locksmith will be contacted to provide entry to the unit. All costs will be billed to the unit owner.

d. The Board of Directors maintains a log of all entries made into individual units and maintains control of the unit keys.

5. Exterior Appearance:

a. No sign, advertisement or notice of any type shall be shown on the common property or any unit, and no exterior antennas or aerials shall be erected except as provided under uniform regulations promulgated by the corporation.

b. An owner shall not place or cause to be placed in the lobbies, elevators, vestibules, stairways, and other project areas and facilities of similar nature, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

c. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the Condominium property, including railings and pool fence.

d. No rugs of any kind may be placed on the patios/ balconies or walkway entrances.

e. It is prohibited to dust rugs etc. from windows or balconies or to clean rugs etc. by beating on the exterior of the Condominium, including sweeping or throwing anything that might fall to a lower level causing injury or contamination.

f. Cooking Grills of any type are not allowed on the patios or property of the Condominium (a gas cooking grill in the pool area is provided for use by occupants).

6. Parking and Garages:

- a. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition; no other vehicles or objects, including but not limited to trucks, motorcycles, trailers and boats, will be parked or placed upon such portions of the Condominium property unless permitted by the Board of Directors. No parking space shall be used by any other person other than an occupant of the Condominium, who is an actual resident, or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. [This restriction considers pick-up trucks as equivalent to automobiles.]
- b. Parking decals are provided to all owners and must be visible in the lower driver side front window. All owners will be issued a temporary tag for guests to be hung on the rear vision mirror. All renters will pick up their tag when they register with the Condominium Property Manager (Keys Property Management Enterprise, Inc.).
- c. Owners are encouraged to utilize the garage assigned to them for parking. Condominium provides for one additional parking place. Owners or tenants are limited to two vehicles on Windjammer property.
- d. No hazardous, inflammable material or materials that induce insects or rodents shall be kept in the garage.
- e. The garage doors are to be closed and locked at all times, to ensure the security of all of the adjacent units.
- f. Garages have been assigned to each Condominium Unit and are not separable from that Unit; they cannot be subleased or sold.
- g. Visitor parking is provided to the left of the garages upon entering the property unless one has a physical ailment that requires parking closer to the main building.
- h. Owners or tenants should not give out the gate code to friends or delivery persons.
- i. Vendors are required to use visitors parking or street parking unless actively delivering large items.

7. Storage Rooms:

- a. Regarding second through sixth floor storage rooms, all objects kept in storage rooms must be kept in an orderly manner and tagged annually with the owner's name, unit number and date. No food, caustic or hazardous material may be kept in the storage area. Neither the Board nor its members shall be held responsible for any damage or loss of any items stored in these areas.

b. The Board of Directors will inspect all storage rooms during the month of December and identify all untagged or outdated material. It will be put on notice for 60 days, and if not claimed, it will be removed and discarded.

III. LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

1. No owner of an apartment shall make any structural modifications or alterations of the apartment, enclose any balcony with glass, jalousies, wood or any other material. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the Condominium building, including painting, outside light fixtures, or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the Condominium building. Additionally, no owner shall in any manner change the appearance of any portion of the Condominium building not wholly within the boundaries of his apartment.

a. This restriction also applies to the balconies/ patios, which are part of the limited common elements of the condominium. No floor coverings of any type can be used. No wall or ceiling hangings, including electric fans, can be installed.

2. Any significant modifications to the unit involving electrical wiring, plumbing, or flooring must be permitted with the City of Cape Canaveral Building Department and follow the local adopted codes. A copy of the scope of work and specifications must be provided to the Board of Directors prior to starting work or demolition. The modification description can be a sketch, drawing, or list of the work to be performed. The Unit owners are responsible for his or her contractor's actions.

- a. Working hours are restricted to 8:30 a.m. to 5:00 p.m. with no work allowed on Sundays or holidays.
- b. Parking restrictions must be observed, no blocking of the trash service area. This area can be used for no more than 15 minutes to load and unload groceries and personal effects.
- c. Contractors cannot use condominium equipment, including shopping carts or dumpsters, and are responsible for clean up at the end of work each day. Contractors are not to use the water hoses to the north of the trash room to clean their buckets, paint brushes, paint rollers and other tools of the trade. Owners are responsible to inform and enforce these rules by managing their contractors.
- d. Any damage to Condominium property, including elevators, will be billed to the unit owner responsible.
- e. For flooring projects, please note that our floors are 5-inch-thick reinforced concrete slabs. This must be taken into consideration when selecting flooring underlayment, which is required. New floor covering assemblies shall have STC and IIC ratings of not less than 50 when installed on a 5 inch slab. This does not apply to the first-floor units.
- f. For plumbing projects, please note that portions of our main plumbing lines are cast iron

and they have been coated with liners and epoxy. Your contractor MUST communicate with the Board of Directors chosen plumbing contractor to avoid any negative effects on the warranty.

- g. For window and sliding glass door replacements, new doors and windows must meet current code requirements and have white frames.
- h. For hurricane shutter replacements, new hurricane shutters must meet current code requirements and be white in color with horizontal slats.