

**Cove Pointe
Condominium Association**

April 2022

Rules & Regulations

Notice:

The Rules and Regulations outlined in this document are a condensed version of those found in the “Declaration”. We encourage you to become familiar with the “Declaration”.

Should there be a conflict between the “Declaration of Condominium” document and these published Rules and Regulations; the “Declaration of Condominium” shall prevail.

The “CERTIFICATE OF AMENDMENTS; AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE POINTE AT MARINERS COVE, A CONDOMINIUM AMENDED AND RESTATED ARTICLES OF INCORPORATION, AND AMENDED AND RESTATED BYLAWS OF COVE POINTE CONDOMINIUM ASSOCIATION, INC.” is the legal document that defines the rules and regulations for our condominium.

RULES AND REGULATIONS

I. General Rules

A. Exterior Appearance

No unit owner shall cause or permit any alteration to be made in the exterior appearance of the condominium property except with written approval of the association Board of Directors.

This includes, but not limited to, hurricane windows (impact resistant glass), hurricane shutters, exterior lights, signs of any variety and antennas.

The Board of Directors must approve the installation of all hurricane windows and hurricane shutters. (For the purpose of this document, hurricane windows are made with impact resistant glass as specified in the Florida Building Code). Some basic rules pertaining to the installation of hurricane windows and shutters are as follows:

1. All requests should be in writing providing as much detail as possible.
2. All work must be done with a contractor licensed by the State of Florida
3. All work must meet State and Local Government Building Code.
4. It is recommended that hurricane shutters be installed only on the back (water side) and the side of the unit. The color, design and appearance should match as closely as possible to shutters installed on units on all buildings. See also 5.2.G in Declaration.
5. The Board of Directors recommends hurricane windows for unit owners wanting hurricane protection on the street side of their unit. Special attention should be given to maintaining as closely as possible the appearance of the presently installed windows.

Real or artificial plants are permitted when displayed in moderation and with consideration for one's neighbors. Decorative furniture that blends with the building is permitted – again in moderation and with consideration for one's neighbors.

Trash or garbage may not be left outside the unit other than in preparation for regular garbage pick up.

A.1 Interior Remodeling / Modifications

No unit owner shall make any structural additions or alterations to a unit without the prior written consent of the Board. Project plans must be submitted to the Board using the application form attached to these Rules and Regulations. Any flooring replacement to second story units must be properly sound proofed by the unit owner. Sound proofing underlayment with a minimum STC and IIC rating of 70 is required for all flooring types.

1. All work must be done with a contractor licensed by the State of Florida
2. All work must meet State and Local Government Building Code.

Caution must be taken during remodeling as to not cause damage to any of the condominium common elements or limited common elements such as the elevators and lobbies. This subject is covered in the official, recorded, Cove Pointe Declaration of Condominium, page 12, 5.2.P.

B. Maintenance of Porches/Balconies, Garages, Lobbies/Foyers

The unit owner shall be responsible for the maintenance, repair and replacement of doors, windows, glass, screens, and other structural items described in Section 5.2 of the Declaration of Condominium as limited common elements, provided, however, that the association will be responsible for the exterior maintenance and repair, including painting, of the exterior surfaces of exterior doors, casings, frame, jams and sills. Unit owners shall be responsible for routine maintenance and cleaning of any balconies, terraces, porches or patios that are limited common elements. Unit owners shall be responsible for the cost of repainting all porches/balconies and for the cost for resealing all poly-pebble surfaces. Side porches (porch facing your neighbor) should be painted the same color as exterior of the building unless the porch is enclosed with glass sliders. When change in color of the buildings has been approved by a vote of the unit owners, the side porches need only to be repainted the new color the next time they are painted.

Unit owners shall be responsible for routine cleaning and maintenance of garages, including all interior painting and all garage door-opening devices and storage areas.

Unit owners must use elevator pads when moving. See our maintenance man for padding.

The cleaning of the elevator interiors, lobby and elevator floor coverings, paintings, walls and furnishings shall be the responsibility of the owners of the units to which they are appurtenant.

The unit owners shall be responsible to keep the rear ground floor (underneath side of the building facing the water) neat and free from clutter. Under no condition shall hazardous waste materials be allowed to be stored in this area.

C. Painting Schedule

The Board shall establish a painting schedule from time to time on an as needed basis.

D. Laundry / Dryer Vent Cleaning (see Declaration 10.12)

No towels or clothing shall be hung from railings or elsewhere in the common or limited common elements so as to be visible from the building exterior.

The association pays for dryer vent cleanouts every two (2) years. The next cleanout will be in 2024.

E. Door Locks / Keys (See Declaration 5.1.L)

The association or its agent reserves the irrevocable right of access to each unit during reasonable hours when necessary for maintenance or emergencies.

All unit owners must provide our maintenance man with keys and access codes to their unit. These keys will be kept in a secure area and are used only for emergency purposes.

F. Unit Owners Storage

In each lobby there is a storage room to be shared by the unit owners on that end of each building. (One or more of the buildings have two such storage rooms, one each to be assigned to each unit owner.)

In the back of each building (water side) there are three separate storage rooms. These rooms are not to be used for unit owner storage.

G. Noise / Nuisance (See Declaration 10.4)

To ensure your own comfort and that of your neighbors, radios, recording amplifiers and television receivers must be turned to minimum volume when used on open porches, on boats, in the pool area, or when used inside a unit when the doors/windows are open. This is especially important between the hours of 11:00PM and 6:00AM. Hard floor covering material (tile, slate, wood etc.) may create or emit noise to neighboring units: therefore, all hard floor material installed in the upper units must have Board of Director approval and soundproofing installed.

H. Vehicles (See Declaration 10.8 & 10.9)

No commercial vehicles, commercial trucks, commercial vans, campers, motorcycles, motor homes or other recreational vehicles are permitted on premises except to load or

unload, or while providing service to a unit owner or the association. A commercial vehicle or van is one with commercial markings or which is used for commercial purposes.

No vehicle, which is inoperable, not currently licensed for use on the highway or, in the opinion of the Board of Directors, is so deteriorated as to be unsightly, may be parked on the condominium property.

Owners with more than two vehicles should park their additional vehicle(s) on the driveway outside their garage. Visitor parking is very limited, and the circle is intended for that purpose.

Car washing of personal vehicles is permitted in unit owner's driveway when done with discretion and in deference to others and in accordance with water use regulations. A shut-off valve or nozzle should be used on the hose.

Drivers may not exceed 15 miles per hour on condominium roads. Take extra care when entering and exiting garages.

Auto repairing is prohibited, except for limited maintenance i.e., checking oil, water, accessories, over a short period of time.

Hybrid or electric vehicle charging will only be conducted inside garages. Installation of charging equipment will be at the expense of each homeowner with the equipment connected to the homeowner's electric meter.

I. Safety / Gas Grills / Security Systems / Water Turn Off

Children are not to play in entrances, stairways, parking area, roadways, or docks. They are not to interfere with the normal operation of the elevator.

Toys, bicycles, swimming pool floats, sports equipment, barbecues, etc., may not be used or stored on building walkways or in any place that will be unsightly or represent an interference with pedestrian traffic.

No one shall permit any activity or keep anything in a condominium unit, storage area or common elements that would constitute a fire hazard or in any way tend to increase rates.

Gas barbeque grills may not be stored or used on condominium balconies. Propane gas grills may be used on condominium driveways provided they are fitted with 1 pound propane canisters that meet Florida state code requirements. A copy of the Florida state regulations regarding the storage and use of propane gas grills and propane tanks is attached and must be always adhered to.

New owners must notify ADT Security Systems, c/o The ADT Community Association Team @ 800-878-7806 to connect and reprogram their fire protection and if desired, security systems. There is a \$59.00 fee for ADT to reinitialize these services.

Unit owners are responsible for turning off their water shutoff valves if unit is unoccupied for more than two (2) days. Shutoff valves are located behind the hot water heater.

J. Animals (See Declaration 10.11)

Dogs, cats, or other household pets may be kept within units provided they are not kept, bred, or maintained for any commercial purpose or in numbers deemed unreasonable. When on or in common elements property, pets must be on a leash no longer than six feet. No one may keep a dog which annoys residents by unreasonable or continuous barking. Pets are not allowed in recreation areas (the pool). Each owner is responsible for immediately cleaning up after his or her pet.

K. Insurance (See Declaration, Article 8)

The amount of coverage on the condo property can and will probably change annually. State laws may also change; therefore, this should not be taken as the “final” word on the Association’s Insurance Coverage but rather an indication on what is covered by the Association and what should be covered by the unit owner.

1. Commercial Property Coverage

Each of the six (6) buildings is insured for **\$1,863,428** for a total coverage of **\$11,180,568**.

Note: It is cost prohibitive to insure the docks and seawall.

Deductible: **\$2,500** per occurrence

2. Florida Hurricane Deductible

The “Hurricane” Deductible applies to loss or damage to covered property caused directly or indirectly by windstorms during a hurricane. The deductible is an amount equal to **3%** of the insured valued of the property. In our case, each of the six (6) buildings would have a deductible of **3%** of **\$1,863,428** or **\$55,903**.

3. Flood Insurance

Each of the six (6) buildings is insured for \$1,000,000 for a total coverage of \$6,000,000. This is the maximum amount of flood insurance we can purchase. There is a \$1,250 deductible on each building.

4. Master Policy Vs. Unit Owners Policy

It is important that each unit owner understands the coverage of our Master Condo Policy and in addition, what should be covered by each Unit Owner's individual policy. **Unit owners are encouraged to discuss with their insurance agent the need for Unit Owners Flood Insurance in addition to their Homeowners Policy.** (See Declaration 8.2)

The following is a general comparison between the Master Association Casualty Insurance Policy and what unit owners should insure. (This is not an all-inclusive list.)

5. Master Policy Covers:

Building (from roof to inside wallboard). Includes decks, lanais, storm shutters, and garages. Also includes: *(note – reference to non-altered standard design and windows/doors has been removed. Our master policy insurance covers all external windows and doors and external walls with adjoining internal wall/structures, including updated windows, doors, etc.)*

- a. Windows
- b. Doors (internal & external)
- c. Baseboard/molding
- d. Electrical wiring
- e. Recessed wiring
- f. Plumbing
- g. Telephone wiring
- h. Standard shelving
- i. Cable wiring
- j. Original exterior sliding doors

6. Unit Owners Policy:

- a. Kitchen cabinets
- b. Bathroom vanities/cabinets
- c. Tub/sink/toilet/shower
- d. Air conditioning/heating
- e. Water heater
- f. Dishwasher/disposal
- g. Wall coverings (including paint)
- h. Flooring and floor coverings
- i. Ceiling covering (including paint)
- j. Fans
- k. Interior lighting and hanging lamps
- l. Added lanai sliding doors
- m. Awnings
- n. Added shelving
- o. Screen doors
- p. Microwave/stove/refrigerator/oven

- q. Mirrors on walls
- r. Personal property
- s. Furniture
- t. Clothing
- u. Other appliances
- v. Plants

L. Boats and Boat Trailers

No boats or boat trailers may be stored or parked on condominium property. Boats may be stored in an owner's garage so long as the garage door can be closed when the boat is inside.

II. Boats, Boat Slips and Docks

Dock surfaces may from time to time become uneven and/or slippery due to normal aging and inclement weather. Homeowners and their guests must always exercise due caution when walking on the docks or using them to alight onto or off of watercraft. It is recommended that residents use the roadway rather than the dock when going to/from the pool.

A. Maintenance (See Declaration 13.7.A)

- a. Each unit owner shall be responsible for keeping his or her boat, slip, dock or dockside area in a clean neat and attractive condition.
- b. Unit owners shall not cause or permit debris or other matter that may be unsightly or create an unsafe condition to accumulate on the dock or on the dockside area. This includes, but is not limited to, chairs, tables, dinghies, etc.
- c. No unit owner shall cause or permit trash to be thrown into the canal or other waterways adjoining the condominium. No boat owner shall cause or permit the flushing or dumping of sewage or sewage holding tanks into the canals or waterway.

B. Dock Electrics

Dock pedestals are owned and maintained by the association. Owners should not lock the pedestal access panel, which powers their slip, for safety reasons. Board approval is required for any changes or additions to a dock pedestal, to ensure compliance with electrical code. All electrical work requires a permit and must be carried out by a licensed contractor approved by the board.

C. Use of Boat Slip (See Declaration 13.7.B)

- a. Boat slips shall be used for pleasure boats only. Boats must be seaworthy. More than one boat may be in a single slip if it does not interfere with boating traffic or the use of neighboring slips or does not constitute a safety hazard or create an unsightly condition.
- b. Boats moored in slips shall not be used as live aboard boats. However, overnight stay on guest's boats for short periods of time is permitted.

D. Boat Repairs (See Declaration 13.7.C)

- a. Boat owners may perform minor routine maintenance and repairs provided same are conducted in a quiet and orderly fashion and, at times, as not to unreasonably annoy other boat owners or residents of nearby buildings.

E. Guest Boats

- a. Unit owners may not rent, lease or loan mooring space in boat slips to those who are not owners or residents. Boats belonging to guests of owners or residents may be moored with the condominium during the visitation in accordance with the regulations adopted by the association.
- b. Guest boats are subject to all rules that the owners must adhere to. Duration of guest boat stays may not exceed 14 days. Guest stays beyond 14 days require Board of Director approval.

F. Boatlifts (See Declaration 13.8.C)

Residents of Cove Pointe Condominium Association may have a boat lift installed within, their assigned boat slip, subject to approval of the Board of Directors of the Condominium Association.

Following are the guidelines that must be adhered to for the Board to consider approval:

1. All costs of installation and maintenance of the boatlift shall be paid by the owner.
2. Boat lifts must be supported on their own pilings, independent of boat docks.
3. The boatlift must be manufactured with marine grade aluminum, (unpainted) and stainless-steel components.
4. The horizontal fixed beam of the boatlift must not be placed more than 5 feet above the deck of the lower section of the dock (finger).

5. No roof, awning or any such structure shall be attached to the boatlift or pilings.
6. The up and down controls to operate the boat lift must be located inside of a locked box attached to a piling. The control box must be locked at all times when not in use.
7. Individual owner is responsible for any damage done by the boatlift to the dock, dock area or boat slip.
8. It is the owner's responsibility to **ensure** that all necessary governmental permits for the construction of boatlifts are obtained and complied with.

G. Reassignment or Trade of Boat Slips (See Declaration 13.7.I)

Unit owners may reassign (trade) their exclusive right of use and enjoyment of a boat slip to another owner with the consent of the Board of Directors and the member to whom such boat slip is assigned and in accordance with the "Declaration of Condominium". An owner assigning (exchanging) a boat slip may ask and receive compensation for such assignment. The current list of boat assignments is included in Appendix B of these Rules & Regulations and will be updated when new assignments are made either through an approved swap with another unit owner or due to change in ownership of a condominium.

H. Noise (See Declaration 13.7.D)

Nothing shall be done in or about a boat moored in a boat slip or a dock which causes or created a noise of unreasonable duration or intensity as to annoy the other residents. Sailboat halyards must be anchored or fastened securely

I. Responsibility

Each unit owner who sponsors a guest boat shall be responsible for any damage caused by such boat or its occupants.

J. Liability Insurance (See Declaration 13.7.F)

Each unit owner is required to maintain boat liability insurance and provide documentation of boat liability insurance to the Board if requested.

III. Landscaping

Suggestions or requests by unit owners regarding Grounds care shall be made through the Board.

IV. Tennis Rules

The tennis court is provided for the use of unit owners of Cove Pointe Condominium Association and their guests along with owners and guests of the residents of Yacht Club Place.

A sign-up sheet is provided for all to use.

The combination to the padlock is as follows:

1-2-3-4

V. Swimming Pool Rules

- A. All persons using the pool do so at their own risk.
- B. There is a Red Telephone Emergency Box next to the pool. In this box is a button, Press To Call. In case of an emergency, pressing this button will automatically dial 911 and sound an alarm.
- C. Towels must be placed on pool furniture before using (suntan lotions deteriorate webbing).
- D. Children under 12 years of age are not permitted at or in the pool/jacuzzi unless accompanied by an adult. The adult must remain at the pool **if** the child is there.
- E. Pets are not permitted in the pool or pool area.
- F. Non-breakable containers must be used for food, drinks, lotions, etc.
- G. Food and beverages must be kept at the tables; users must leave area in a clean condition. If a portable grill is used for poolside cooking, the grill must be returned to the owner's garage once the outdoor entertaining has concluded. Grills may not be left in the pool area overnight.
- H. Guests, renters, and owners must comply with swimming pool rules; the owner/host is responsible in case of non-compliance. Running and shouting is prohibited. Any radios must be kept at a low volume level.

VI. Lease and /or Resale Procedures

- A. Owners, or their agents, intending to sell or rent a unit must obtain from the association a rental/sale application form. This form can be obtained from C&S Community Management Services, Inc. and is to be completed and returned to the Board of Directors or their agent at least **thirty** (30) days prior to the desired occupancy. The Board's agent will conduct the investigation, obtain the Board

of Director's approval or disapproval, and notify the prospective purchaser or renter and the owner accordingly.

- B. There is a charge for processing the application and an additional charge to change the telephone number of the new owner/ tenant in the elevator and the gate.
- C. Prospective renters or new owners may not occupy the unit prior to the completion of all approval requirements.
- D. No unit may be leased unless the entire unit is leased to the same tenant and no part of a unit may be subleased. No unit may be leased for a period of less than six (6) months. New lease terms may not commence more than once in each calendar year. An assignment of a lease by a tenant shall be considered as termination of the existing lease as of the date of assignment and the commencement of a new lease for the purposes of this provision. Each lease shall contain the agreement of the tenant to comply with this Declaration and all other agreements and documents governing or affecting the condominium, and if the lease does not so provide it shall be deemed to include such provision. Each tenant will be jointly and severally liable with the unit owner for any damages to the condominium property or other injuries or damages caused by the acts, omissions, or negligence of the tenants and those claiming by, through or under him. Such tenant shall likewise be liable jointly and severally with the unit owner for any special assessments levied against the unit arising out of matters occurring during the tenancy of such tenant. All leases shall be subordinate to any lien filed by the association and must be approved in accordance with this Declaration. While a unit is leased, the owner of the unit shall not be privileged to enjoy any of the common facilities of this condominium.
- E. Owner shall provide to the renter or new owner a copy of the association's Rules and Regulations, By-Laws of Cove Pointe Condominium Association, Inc., and The Declaration of Condominium of The Pointe of Mariners Cove.
- F. Owners shall be responsible for instructing renters and new owners as to the use of the security and gate entry system.
- G. Owners are reminded that the posting of real estate signs on the grounds or in the unit is prohibited.
- H. Owners shall be responsible for instructing renters and new owners to call C & S and advise them of their new telephone number and to obtain instructions on the operation of the security system.

VII. Contractor Rules for Residents

- A. Homeowners are asked to request that contractors park their vehicles on premises according to the following priority:
 - 1. Owner's driveway/apron
 - 2. Outside lane of Circle guest parking area but not adjacent to Fire Hydrants
 - 3. On the side of the PMC roadway away from the buildings

- B. Contractor hours of work are not restricted however the NOISE the contractors make is restricted. Contractors are not allowed to perform any work that produces noise that can be heard outside of the unit before 8:00 a.m. and after 5:00 p.m. Monday through Friday and all-day Saturday and Sunday.

- C. Contractors need to consider restroom facilities for their employees.

- D. Contractors/ employees shall not play music or radio that is loud enough to be heard by other residents.

- E. These contractor rules are to be unit owner enforced so as not to burden neighbors, or the condominium management firm or the Association Directors with infractions.

Appendix A

Cove Pointe Condominium Association

2022 Board of Directors

President:	Mark Silagy
Vice President:	Mike Christine
Treasurer:	Mike Newman
Secretary:	Peggy Schafir
Director:	Alan Witts

Appendix B

The Pointe Boat Slip Assignments 04/19/2022

Slip	Unit	Address	Owner	Lift	Size
1	612	4102	Cosburn	Yes	20 x 50
2	621	4110	Dale	Yes	25 x 67
3	112	4236	Newman	Yes	25 x 67
4	512	4118	Mitchell	No	25 x 57
5	422	4138	Graber/Chica-Duque	No	25 x 67
5A	422	4138	Graber/Chica-Duque	Yes, 4	
6	411	4146	Windsor	No	20 x 50
7	322	4208	Judski	No	20 x 50
8	421	4142	Shepard	Yes	20 x 50
9	522	4122	Judski	Yes	16 x 37
10	412	4134	Smith	Yes	16 x 37
11	521	4126	Weissman	No	16 x 37
12	222	4224	Christine	Yes	25 x 57
13	511	4130	Witts	Yes	25 x 57
14	311	4216	Allen	Yes	25 x 57
15	122	4240	Schafir	Yes	25 x 57
16	211	4232	Fuller	Yes	12 x 28
17	121	4224	Preston/Bechir	No	12 x 28
18	622	4106	Seybold	No	15 x 33
19	611	4114	Hupp	No	16 x 37
20	221	4228	Ferguson	Yes	16 x 37
21	321	4212	Rankin	No	16 x 37
22	312	4204	Pettus	No	20 x 50
23	212	4220	Silagy	No	20 x 50
24	111	4248	Parker	Yes	20 x 50

Attachment 1

Cove Pointe Condominium Association APPLICATION TO CARRY OUT ALTERATIONS

Owner's Name: _____ Unit # _____ Date: _____

Please Note: Submission of this form is required for all alteration/remodeling work

- 1) All alterations must comply with the current Declaration of Condominium, Articles of Incorporation and Bylaws of The Pointe at Mariners Cove.
- 2) The above Declaration does not permit Unit Owners to add to or alter common elements of the property. For example, owners cannot install air conditioners, kitchen vents etc. which protrude through any portion of the common element.
- 3) Any alteration that involves the following work requires a County Building Permit and Licensed Contractor:
 - a. replacement of existing windows or exterior doors (including lanai sliders)
 - b. the addition or replacement of hurricane shutters or screens
 - c. alteration of electrical, plumbing or mechanical fixtures or equipment.

Approval of 3a or 3b above requires that the replacements retain the existing color and appearance of the specific unit, and all units in general.

- 4) Unit owners should be aware that electrical, plumbing and mechanical services for first and second floor units as well as building structural elements are hidden in the interior walls. A Licensed Contractor or other competent person must investigate and locate these services prior to the removal of any portion of any wall.

No structural component or element may be altered in any way.

- 5) Protective coverings i.e., drop cloths, etc. must be placed on common areas where staining or damage to the walks, stairs, elevators etc. may occur. The owner is responsible for ensuring that the contractor places, maintains and removes "protective covering" as necessary.
- 6) This Application Form must be submitted for all work that will be undertaken by hired or contracted persons, whether licensed or not and whether or not a Manatee County Building Permit is required.

7) Please consult the Manatee County Building and Development Services Department to determine whether a Building Permit, General Contractor's license or tradesperson's licenses are required for your planned alteration. The Permitting Section of the Building Department can be reached at 941-748-4501 ext. 3800.

8) Information can also be found on the County web page @ www.mymanatee.org

9) Manatee County Building Permit Required?: **YES** _____ **NO** _____

If YES, please provide full details of the work, including products and materials to be used.

A copy of all permit application drawings and product information is also required.

If NO, please provide full details of the work, including products and materials to be used. Attach additional sheets, drawings and sketches as required.

Name of Contractor: _____

Florida License #: _____ Phone: _____

Estimated Start Date: _____ Estimated Completion Date: _____

Pease email this document, and associated drawings etc. to dcloer@cscmsi.com

If email is not possible, send a legible copy of all documents to:

C&S Management, 4301 32nd St West, A-20, Bradenton, FL 34205

Attention of Dana Cloer McGann. Tel 941 758 9454 Ext 122

FOR BOARD USE - PLEASE DO NOT WRITE IN AREA BELOW

Date Received: _____ Person Receiving: _____ Application Ref _____

Approval by Board YES _____ NO _____ DATE _____

IF NO – Reason _____

Manatee County Permit #: _____ Date Issued: _____

Final Inspection Certificate: _____ Date Issued: _____

Attachment 2

State of Florida Fire Code Requirements

Cooking on Balconies

The Florida Fire Prevention Code prohibits any cooking on a balcony of an apartment or condominium.

As of January 1, 2018, the Florida Fire Prevention Code was changed as it relates to grilling on a balcony of an apartment or condominium. **The use of electric grills are now permitted provided that they comply with the following:**

NFPA 1:10.10.6.1.1 – Listed electric portable, tabletop grills, not to exceed 200 square inches of cooking surface, or other similar apparatus shall be permitted. Use or kindling of Gas Grills is still prohibited on any balcony, under any overhang, or within 10 feet of any structure as in previous code editions.

Storage of Grills on Balconies

The Florida Fire Prevention Code prohibits any cooking devices to be stored on balconies

Storage of L.P. Gas or Gas Grills

The Florida Fire Prevention Code also prohibits the storage or use of L.P. gas in quantities greater than two one-pound tanks above the first floor in any apartment or condominium. Therefore, L.P. gas grills cannot be stored on a balcony. It is important to note that L.P. gas cylinders cannot be stored inside the residential unit or anywhere above the first floor.

The specific code sections are as follows:

- NFPA 1:10.11.6.1. For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure. (Per NFPA 1, Uniform Fire Code, Florida FPC 5th Edition)
- NFPA 1:10.11.6.2 For other than one-and two-family dwellings, no hibachi, grill, or similar devices used for cooking shall be stored on a balcony.
- NFPA 1:69.5.3.5 Storage of cylinders within a residential building, including the basement or any storage area in a common basement storage area in multiple-family buildings and attached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lb (1.2 kg) and shall not exceed 5.4 lb (2.4 kg) aggregate water capacity for smaller cylinders per each living space unit.

PLEASE NOTE: Many condominiums or apartment complexes have regulations on the use of barbecue grills that exceed fire code requirements. Please check with your management staff to see what requirements or exceptions apply to use of grills at your complex.