

**SEASIDE BEACH  
& RACQUET CLUB  
OWNER BOOKLET**

Seaside Beach & Racquet Club Condominium Association, Inc  
24522 Perdido Beach Blvd\* Orange Beach, AL\* 36561  
Mailing Address: PO Box 527\*Orange Beach, AL\*36561

**Welcome to Seaside Beach & Racquet Club**  
**Congratulations on becoming one of our new owners!**

We will need a copy of your deed to put in your file in the property manager's office at Seaside Beach & Racquet Club.

Please provide the property manager 2 copies of your front door key and a master door code for emergencies, pest control services, etc. Your key will be properly stored in a locked storage box and will not be distributed to anyone you have not authorized. This enables the Seaside Management and Maintenance Staff to help you during emergencies.

We do not perform maintenance in individual units- that is the owner's responsibility. For example: if you are having a plumbing emergency, you can contact a plumber. We have provided a list of vendors that regularly work at Seaside for your convenience.

Property Manager: Kerri Thompson

Office Phone: 251-230-9144

After Hours Emergencies: 251-215-3277 ( Security)

Office email: [seasidebeachmanager@gmail.com](mailto:seasidebeachmanager@gmail.com)

Office Hours: Monday - Friday 8 AM to 4 PM

# Seaside Beach & Racquet Club Owner Contact Information

Unit: \_\_\_\_\_ Date of Closing: \_\_\_\_\_

Age of Water Heater: \_\_\_\_\_

Seller(s)' Name \_\_\_\_\_

## New Owner Information

\_\_\_\_\_

Last Name, First: \_\_\_\_\_

Designated Email Address (the one who votes): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Other Owner Names & #: \_\_\_\_\_ (use back if needed)

Rental Management Company: \_\_\_\_\_

Agent Contact Name, Email & Phone #: \_\_\_\_\_

\_\_\_\_\_

Dog Name ( must be under 20lbs): \_\_\_\_\_

Vaccine Records must be current and a copy in the Property Manager's  
Office and a Seaside Beach & Racquet Club leash must be purchased (\$13).

Type of Door Lock: CODE: \_\_\_\_\_ or Keys: \_\_\_\_\_

SSBRC Owner Permit/Tag #: \_\_\_\_\_

**\*SEASIDE BEACH & RACQUET CLUB, AS WELL AS THE LOCAL FIRE MARSHALL,  
REQUIRE WE KEEP 2 KEYS IN THE OFFICE'S LOCKBOX AT ALL TIMES, AND A  
MASTER CODE PROGRAMMED AT ALL TIMES.**

**Seaside Beach & Racquet Club Condominium Association, Inc.**

**Designated Owner Email**

Each Unit with more than one family as owners, units that are owned by a corporation, or units owned by multiple family members, siblings, partner, spouse, etc., must fill out this Designated Email/Voting Certificate with the Managing Agent of the Association. The owner, designated by ALL ownership partners listed below is the name that will receive emails with information from the Board of Directors. It is the responsibility of this "Designated Owner" to disseminate all information to the other owners. This "Designated Owner" will also be the voter allowed to vote on behalf of this unit. **Only owners of record (listed on the warranty deed) are allowed to be the "Designated Owner."**

The undersigned, being ALL of the Deeded owners of unit # \_\_\_\_\_ Of Seaside Beach & Racquet Club Association Inc., hereby designate:

\_\_\_\_\_ (PRINT NAME of designated voter) with the following email: \_\_\_\_\_

As the Owner of Record and Designated Voter for the unit, entitled to cast the vote representing this unit during any official vote as may be taken. This certificate shall be in effect until canceled in writing or by sale of the property.

Dated \_\_\_\_\_

Agreed this date, as evidenced by signatures of ALL deeded owner partners below:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

After all deeded parties have signed, please return form to: Seaside Beach and Racquet Club PO Box 527 Orange Beach, Alabama 36561 Email: [seasidebeachmanager@gmail.com](mailto:seasidebeachmanager@gmail.com) or Fax 251-968-4709.

## Condo ACH Form

Please complete each of the fields. Once you have completed the form, mail to your association's PO Box or email to [condos@csbcpa.com](mailto:condos@csbcpa.com). We require 10 business days to process.

I authorize \_\_\_\_\_ (name of condo association), hereinafter called the "Company," to initiate entries to my account indicated below and the Financial Institution named below, hereinafter called "Financial Institution," to debit the same account. I acknowledge the origination of ACH transactions to my account must comply with U.S. law.

Owner Name: \_\_\_\_\_ Owner Unit Number: \_\_\_\_\_

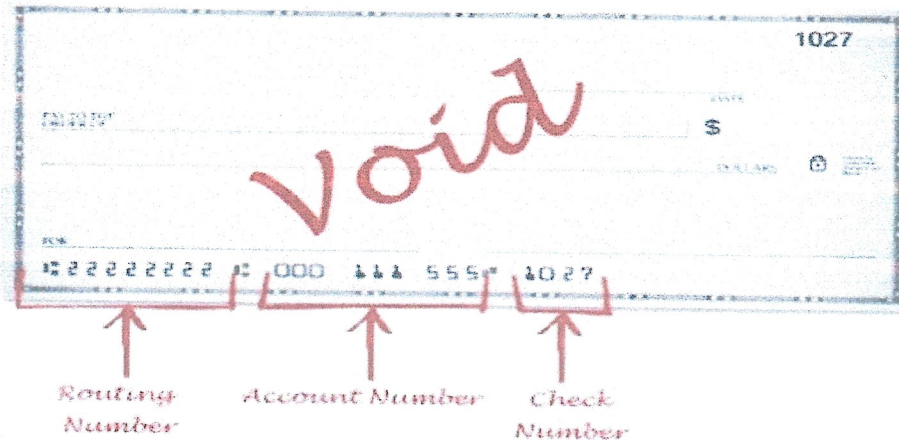
Monthly Dues Amount (we cannot deduct for special assessments): \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

Routing Number (9 digits) : \_\_\_\_\_ Account Number: \_\_\_\_\_

Please provide a copy of a voided check, if one is not available or provided, we cannot guarantee accurate processing.



This authorization is to remain in full force and effect until Company has received written notification from me of its termination in such time and manner as to afford the Company a reasonable opportunity to act on the request.

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

# Seaside Beach & Racquet Club Website & Codes

<http://www.seasidebeach.org/home>

**LOGIN: seasidebeachwebsite@gmail.com**

**PW: clubhouse**

Important information is located on the website. It is updated frequently. Please refer to the website as it may answer a lot of your questions. There is a section labeled “Frequently Asked Questions” that will give you many answers.

Please also read the Condo Docs and Bylaws.

Look for Letters from the Board/President/Treasurer/Secretary. They will be in a box labeled as such. Just click and the letter will pop up.

Beach Gate Access Code:

**1293**

Fitness Room Code: **(OWNERS ONLY)**

**0192**

## **Emergency Contacts**

**Police Dial 911**

**Non-Emergency Police 251-981-9777**

**Security 251-215-3277**

**Property Manager Office 251-230-9144**

**(Office Hours: Monday - Friday 8 AM to 4 PM)**

**Pest Control 251-943-7874**

**Cable/Internet/Landline – Secure Vision - 251-967-4455**

*Note: Only Secure Vision can help with cable, internet, and phone problems. Call them directly. The Property Manager cannot help with these problems.*

## **Lost and Found**

Beach gear, floats, swimsuits, towels, etc. found on the property or by the pool areas will be placed on the back patio of the Management Office. Check the patio for your items. Items of value are first placed in the Guard Shack and found then transferred to the Management Office.

## **LOST KEYS, PHONES, & Other Items DROPPED DOWN THE ELEVATOR SHAFT**

can only be retrieved by the Elevator Company. There will be a charge for the service. The Management Office or the Security Guard has the number of the company. This charge is determined by the Elevator Company and must be paid up front for this service. It is the responsibility of the person dropping the item to pay the fee.

## **Our Elevators**

The Tower Buildings numbered 3, 4 and 5 are connected by a walkway on each floor. If an elevator is out of order, access to another elevator can be obtained by walking to the next building.

The Towers are not connected to the Tennis Villas.

## **Vendors**

The Property Manager must be notified of all vendor appointments coming to your unit. Just email the name of the vendor, phone of vendor, and the date and time of appointments to [seasidebeachmanager@gmail.com](mailto:seasidebeachmanager@gmail.com).

## Seaside Beach & Racquet Club Association

### Rules & Regulations II - Expanded Policies & Procedures for Owners - Revised 2/2023

**\*Please also see basic "Rules & Regulations" which apply to owners as well as guests.**

1. The condominium Legal Documents specify owners must supply **2 keys (and master code)** to the Association Manager. If entry is required for an emergency or routine maintenance and no key has been supplied, a forced entry at the owner's expense will be necessary. \*An owner has agreed to the legal condo documents, by affixing signature to the closing documents at purchase of a Seaside unit.
2. Except for emergencies, the Manager will attempt to contact the owner first for permission, should unit entry be necessary. If the owner cannot be readily contacted, their rental agency will be called.
3. Management will not issue keys without owner authorization! A minimum of 2 keys and the master door code is required to be provided to the Association at all times. For service or repair personnel to check out your Courtesy Key, make arrangements in advance with the Property Manager everytime.
4. Renters should arrive with a vehicle Registration Certificate ( aka-Pass), keys or code from you or your rental agency. Registration Certificates may also be purchased from the Security Guard- \$50 each.. Two and three bedroom units are permitted a maximum of 2 vehicles; One bedroom units are permitted ONE (1) Vehicle ( this is for Memorial Day thru Labor Day). All owners may always bring two vehicles.
5. Seaside is a private property; vehicles without properly displayed, Owner Tag or Guest Registration Certificate are subject to towing at the vehicle owner's expense. Short term (*non-overnight*) DAY passes *may* be issued by Management for an Owner invited DAY guest, during **Off Season**, space permitting, provided the owner is only using 1 space. The Owner *must* be staying in the unit.
6. Owner Hang Tags, are for use by **OWNERS** and may be shared **ONLY** with parents, grandparents, children, grandchildren or siblings of the OWNER. **NO extended family, friends, guests or renters may use an owner Tag.** Seaside must limit each unit to TWO (2) Owner Tags; therefore multiple owner/partners must arrange to share two tags. Replacement of lost tags requires a Fee of \$25. Upon distribution of new or revised Tags, management must collect outdated or excess Tags to insure only current owners access the property.
7. Seaside Association is not responsible for any damage or loss to vehicles or contents.
8. **Boats and trailers** are not allowed on the property. Certain short-term exceptions may be possible for **deeded OWNERS only**, during *low occupancy seasons, on an individual basis, with PRIOR permission obtained from the Manager*; whose determination is final. Boats and trailers of guests or non-immediate family (delineated above) are **NOT permitted** on the property at any time, except when loading and unloading.
9. Guests, Renters and family members of owners **may NOT bring pets** to the property. **Only** the Owner listed on the Deed is allowed one well-behaved dog, weighing **20 lbs or less**, on a leash at all times when outside the unit. Guests will be warned to remove any pet, risk ejection for non-compliance; the Association is not responsible for lost income, inconvenience or damages of any type related to this rule. Owners will be notified/warned there is a per diem fine to the owner for non-compliance (currently, \$75 first day, increasing incrementally to \$150, \$225, etc., for continued or repeat offenses).
10. Owners dog must be walked **ONLY** at the Dog Walk along **EAST parking lot fence** ( between Seaside & Tradewinds):carry a bag, clean up after your pet. Bags & disposal containers are provided. **YOUR DOG/ YOUR JOB.** Fines are applied for violations/ the owner may lose the privilege of bringing the dog.
11. Dogs are **NEVER** permitted in the BBQ grill/picnic areas, lawns, pool decks or Clubhouse. The City of Orange Beach prohibits pets on the beach and they patrol the beach daily with fines being issued for violations.
12. Dog owners are required to register their dog with the Property Manager, submit a copy of the **Rabies Vaccination** certificate, purchase and use the orange Seaside leash to demonstrate the dog is registered, thereby avoiding challenges from others. The lanyard is not transferable to guests, renters, family members, as none are **permitted to bring any pet** ( unit owner's account will be fined/ guest's pet required to be boarded elsewhere, or guest and pet shall be ejected from the property). **Notify your family and guests- NO PETS!**
13. Pool chairs and lounges are never to be removed from pool areas.
14. Tile or permanent carpet is not permitted on balconies or patios.
15. **NO items to be attached or hung from** the balconies/patios, exterior walls, decks or railings. Per Seaside's Declaration of Condominium & Bylaws, balconies/ patios are limited common elements. A unit owner has the right to exclusive use; the Association governs walls, railings, balcony ceilings & decks: Unauthorized items may be removed, any holes repaired/ painted at the unit owner's expense and fines may be applied to the unit owner's account. Tables and chairs are acceptable items for this area.

## Rules & Regulations II Expanded for Owners, Continued

16. The Clubhouse may be reserved by owners for gatherings, parties, etc., at no charge for a maximum of 3 days, and a mandatory \$100 cleaning fee. Renters and guests (including your family members, if the deeded owner is not attending), may **rent** Clubhouse for similar functions, at a rate of \$75 for the 1<sup>st</sup> day, \$50 per each consecutive day. The \$100 cleaning fee, plus a refundable \$175 damage deposit is required and a contract must be signed. Contact the Manager for availability and regulations for use. Association assumes no responsibility for damage or conduct of guests or attendees.

17. The Steam Room and Dry Sauna are available for use by those 18 years and older. Infants and children under 18 are not permitted, with or without parents present, for safety concerns.

18. **Noisy Work Hours** are restricted to 8:00 am-5:00 pm for owners *and* their contractors.

19. **For Sale/ For Rent** signs or flyers of any type are prohibited by the Declaration of Condominium from being displayed at any window, door, or other area visible on the property. Management is required to have such items removed from visibility immediately. Owners must advise Realtors/ Rental agents "Open House" events are not permitted on property due to privacy, security and parking concerns.

20. **No FLAGS, other than the American Flag, may be displayed at any exterior, balcony or patio. The following restrictions apply for display of the American Flag:**

- \* The size of The American Flag shall not exceed 2' by 3'
- \* The Flag may NOT be attached to railings, walls, ceilings, floors; may not extend over railing.
- \* The Flag may NOT be displayed after sunset or before sunrise.
- \* Proper display of the Flag is mandatory. Please be respectful of our Flag.
- \* Federal regulations regarding display may be viewed on the Internet.

### 21. **Storm/ Hurricane Procedures**

a. All occupants will be **advised** to leave in the event of a voluntary evacuation order. They will be **required** to leave in the event of a **mandatory evacuation** ordered by local officials. The Association is not responsible for lost rent or any other inconvenience, in the event a major storm warning or storm preparation necessitates the closing of pools or other Seaside facilities.

b. Unit Owners are responsible for removing patio/balcony furniture and securing any hurricane shutters, other personal unit items, in the event of storm warnings or storm watch.

The Association will have **all items** removed and the owner account charged \$210, for those who have not removed furniture / personal items by the announced deadline. This amount will not include service to return furniture to the patio, which is the owner or Rental Co. responsibility.

c. Following a major storm with significant damage, occupants may not be permitted to return until the property has been given a safety inspection, return has been authorized by State or Local officials, **and is authorized by the Seaside Association**. Safety restrictions may apply.

d. In the event of an incident ( water leak, for example), which may damage a unit or additional units, the Association may take action to mitigate the extent of the damage. The repairs and cost of mitigation is an owners responsibility unless the damage was caused by a common element. Owners will be notified in the event of such an incident and their account billed for the expense.

22. The Association does not endorse, recommend or guarantee the work of any contractor unless hired directly by the Association. The Association may be able to make referrals to owners for work as a courtesy, which is not in any way binding upon the Association.

23. Occasionally, necessary maintenance work to the common areas may require that some units are rendered inaccessible. While efforts will be made to minimize such inconvenience, the Association shall not be responsible for lost rent or other inconvenience.

24. Various units as originally built, may contain valves, equipment to turn on/off common facilities. The Declaration of Condominium provides access to such items by Association personnel as may become necessary from time to time.

## Seaside Frequently Asked Questions 10/14/2022

### Emergencies

Q: Who should I call in an emergency and what constitutes an emergency?

A: If Seaside Security Guards are on duty, notify them of any problems including, but not limited to, elevator entrapment, lost children, trespassers, injuries, excessive noise, accidents, anyone seen damaging complex property, or leaking pipes. If they are not on duty you can call 911 for Orange Beach Fire Department for a fire or elevator entrapment. Call 911 for the Orange Beach police for an altercation, theft, trespasser, injury, lost child, or an accident. You may also contact a Board member in an emergency. Board members are listed on the [www.seasidebeach.org](http://www.seasidebeach.org) website.

All non-emergency issues should be handled in an email to [seasidebeachmanager@gmail.com](mailto:seasidebeachmanager@gmail.com) or visit the Association office during office hours which are 8 a.m. to 4 p.m. Monday through Friday. The Property Manager is not available for non emergency issues or questions on a 24/7 basis.

Q: Do I have to leave a key or key code to my condo with the Property Manager?

A: Yes, our bylaws state that if there is an emergency leak or other incident inside a condo, and the owner is not on the property, the Property Manager needs to have access to every condo. Orange Beach requires that the Fire Marshall have access to ALL condos in case of a fire, which means a key must be available in the Association Office.

### Dogs & Cats

Q: How many pets can I have and what is the weight limit of my pet?

A: Owners may have one dog or cat that weighs a maximum of 20 lbs. Only the registered owner of a condo is allowed to have a pet, not the family of the owner, a renter, a friend, etc. The pet must be walked ONLY in the designated dog-walk area along the fence which separates the Seaside parking lot from Tradewinds. You must pick up after your dog, there are bags available attached to the garbage enclosure near Building 5. This rule has been put into effect by a vote of the condo owners. Any violations are subject to a \$75 fine per day.

**NOTE:** 1. Vaccination records on your pet must be kept current and a copy in the office with the property manager.  
2. An official dog leash must be purchased from the office to identify that your dog is the pet of an owner.

### Service Dogs and Emotional Support Dogs (ESA)

Q: What is the difference between a Service Dog and an Emotional Support Dog?

A: Although all dogs offer an emotional connection with their owner, to legally be considered an emotional support dog, also called an emotional support animal (ESA), the pet needs to be prescribed by a licensed physician or mental health professional to a person with a disabling mental illness. A therapist, psychologist, or psychiatrist must determine that the presence of the animal is needed for the mental health of the patient. For example, owning a pet might ease a person's anxiety or give them a focus in life. The dogs can be of any age and any breed. ESAs provide support through companionship and can help ease anxiety, depression, and certain phobias. To qualify for ESA accommodation at Seaside, the person must reside for 30 days or more at Seaside Beach & Racquet Club and have a letter from their doctor stating that their pet is an emotional support animal. All dogs, including ESAs, must be kept on a "Seaside" leash at all times. Seaside leashes are available for sale in the office and identify your dog as an approved animal. Please buy a Seaside leash or be questioned by guards.

ESAs are not service dogs, and ESA users do not receive the same accommodations as service dog users. A service dog, such as a guide dog or psychiatric service dog, is generally allowed anywhere the public is allowed; ESAs are not. The Americans With Disabilities Act (ADA) defines service animals as "dogs that are individually trained to do work or perform tasks for people with disabilities." The act clearly states that animals that simply provide emotional comfort do not qualify as service animals.

### Rental Rules

Q: How many nights is the minimum number of nights I can rent my condo.

A: 3 nights is the minimum. This rule was put in place to avoid listing Seaside Beach & Racquet Club as a "condo-hotel or condotel". Most banks and mortgage companies will not finance a condotel and it brings your property down in value.

### Parking & Fees

Q: How many cars can an owner or renter have at Seaside?

A: 1 Bedroom condos may only have 1 parking spot from Memorial Day thru Labor Day. During the other 9 months they may have 2 parking spots. 2 & 3 Bedroom condos may have up to 2 parking spots all year. Owners of 1 bedroom condos may always park two vehicles. The Seaside guards have information on nearby parking lots where overflow cars can park for a fee.

Q. What do I do if I forget my owner's parking permit?

- A. Owner Hang Tags, are for use by **OWNERS** and may be shared **ONLY** with parents, grandparents, children, grandchildren or siblings of the OWNER. **NO extended family, friends, guests or renters may use an owner Tag.** Seaside must limit each unit to TWO (2) Owner Tags; therefore multiple owner/partners must arrange to share two tags. Replacement of lost tags requires a Fee of \$25. Upon distribution of new or revised Tags, management must collect outdated or excess Tags to insure only current owners access the property.

Q: What is the parking fee at Seaside and how do I pay it?

A: The parking fee is \$50 per month or per stay. If you have a renter who is staying for more than 1 month, they must pay another \$50 for each additional month. Payment may be made in the Seaside office or to the guards. Rental companies charge renters "up-front" and provide a parking pass. Vehicles with no parking pass will be subject to a warning, a fine or in some cases, towing.

Q: Can I park a RV or Boat at Seaside?

A: No, unfortunately parking is very limited at Seaside and we cannot allow oversize vehicles.

Q: What is the fine for violating the parking rules or having a counterfeit parking pass?

A: The fine is \$500 per incident which applies to owners and/or rental companies who violate parking procedures.

### Pools & Exercise Room

Q: What are the hours for the indoor pool, outdoor pools, and exercise room?

A: The indoor pool and exercise room are open 8 a.m. to 8 p.m. (winter) or 8 a.m. to 10 p.m. (summer) or by using a door code.. The Outdoor pools follow the same winter and summer hours. Please note that in extremely cold weather the outdoor pools may be locked and they will be locked during thunderstorms..

Q: Can I have a large umbrella at the outdoor pool?

A: Sorry but no large umbrellas, large "toys", or balls in the outdoor pools. This is for the safety of other guests as large umbrellas have been known to blow away and hit other people. If you have a medical condition and cannot be in the sun, you may use a small hand-held umbrella for shade while at the pool.

Q: Is the smoking of cigarettes or cigars allowed at the outdoor pools?

A: No, smoking of cigarettes or cigars is NOT allowed at the pools or anywhere on the grounds except in the designated smoking areas. Owners may allow smoking on their balconies only.

Q: Can I take drinks to the pool?

A: Drinks are allowed at the pool as long as they are in plastic containers. No glass is allowed at the pool.

### Balconies

Q: Can I put carpet or tile on my balcony?

A: No, tile or a carpet retains water which hastens the deterioration of the rebar underneath your concrete. You may have indoor-outdoor rugs that are porous and which dry quickly. No indoor-outdoor full-balcony carpeting.

Q: Can I fly flags or hang bunting from my balcony railing?

A: No, you cannot fly flags or hang anything from your balcony. We have an American Flag at the entrance to Seaside. Please be careful when sweeping your balcony as the dirt or water may go onto the balcony below you. Towels, decorations, bathing suits are not allowed to be hung on railings, as well. Please be sure your guests are aware of this policy.

Q: Can I or my renters smoke on my balcony?

A: Yes, at the present time there are no restrictions on smoking on a balcony. However, there is a rule against throwing cigarette or cigar butts off of a balcony onto the grass. Any renter found throwing cigarette or cigar butts off a balcony will be asked to leave the property.

Q: Can I have cabinets or storage chests on my balcony?

A: No, you should only have outdoor tables and chairs on your balcony.

Q: Can I install storm shutters on my sliding glass doors?

A: Yes, but please send the specs to the Board for approval before you install them.

Q: What kind of lights should I have on my balcony?

A: Because of turtle nesting, only yellow bulbs are allowed on your outside balcony. The complex will have to change most of our outside lighting to yellow lights because of the Federal mandate. Any lights that are visible on the beach must be the

new yellow or "turtle" lights, this includes walkways, pool lights, boardwalks, balconies, and parking lots. Seaside will be moving toward this goal as soon as we have an official assessment of our requirements and it will be extensive and expensive. FREE yellow light bulbs for balconies are available in the office.

Q: Who is responsible for sliding glass doors?

A: The owner is responsible for his/her sliding glass doors including frames. If there is a catastrophic event (such as a hurricane) the Association insurance carrier will pay to replace glass that has been broken. The adjuster for the insurance carrier will make the determination as to what the Association insurance will reimburse for repairs. The Association has no role in the claim negotiation or disputes.

#### Water Damage

Q: Who is responsible if a dishwasher, washing machine, toilet, tub, shower or hot water heater overflows or leaks?

A: The condo owner where the water originated is responsible unless the leak is caused by a pipe breaking or leaking within a wall or under a floor. The condo owner where the water originated is also responsible for any other condos that were damaged as a result of the overflow or leak. Individual condo damage claims, not caused by an Association pipe, should be filed under the owner's HO6 policy.

Q: What does the Alabama Condo Laws say about water-related insurance claims?

A: Seaside Beach & Racquet Club is operating under "grandfathered" 1984 Alabama Condo Laws that state owners are responsible for leaks within their own condos unless caused by a pipe owned as a "common area". In the case of a common area leak, the Association insurance will not go beyond the Adjuster's estimates in terms of reimbursement. Condos are insured under the Association policy to an "as-built" status.

Q: How often should I replace my hot water heater so that it does not leak and cause damage to my or other's property?

A: A hot water heater should be replaced every 10 years at the maximum. The condo Association reserves the right to inspect hot water heaters for compliance with the 10-year rule. Since this rule went into effect water damage claims have been reduced dramatically.

#### Windows and Doors

Q: Who is responsible for maintaining my condo windows and doors?

A: The owner of the condo is responsible for windows, window frames, doors both inside and outside, and door frames. The condo owner is also responsible for painting the outside door "Seaside Brown" (available at Sherwin Williams) to match the other doors at the complex. If this color is not available, Sherwin Williams can match the paint color. The outside door should be maintained in a satisfactory condition and appearance, or the Condo Association reserves the right to paint the door and charge the owner.

**Owner's Parking Guidelines**

Definition of Owner: person or persons on the deed.

Owners may always park two (2) vehicles/unit. Restrictions are put on guests of one (1) bedrooms units from the Friday of Memorial Day Weekend to Labor Day as to only be able to park one (1) vehicle.

Trailers, boats and oversized vehicles are not allowed to be parked on site by anyone, including owners. In the off-season, exceptions may be made for owners to park a boat, trailer or oversized vehicle if space permits. Reservation for the oversized vehicle must be made in advance by calling the property manager and a separate parking certificate must be purchased for the oversized vehicle.

Allocation of owner parking tags is two (2) parking tags per unit. Multiple owners of a unit must share the two (2) tags. The tags can only be loaned to immediate family members to only include: owner's parents, grandparents, siblings, children and grandchildren. The parking tags are unit specific. They cannot be loaned to other owners. A \$500.00 fine is imposed for loaning tags to unauthorized persons.

Guest Access Tags must be purchased at the guard shack on entry to complex. The fee is \$50/vehicle valid for stay up to one (1) month. If guest is staying longer, a pass must be purchased for each month of stay. The tag must be filled out completely with black marker for easy reading by guards.

Fines of \$500.00 are charged to owners for bogus parking certificates. Do not laminate a certificate for reuse or Xerox one for reuse. These will be confiscated and a fine issued.

Access Income is important to Seaside. In 2022 the income total was \$247,563.26. This was attributed to the increase in the parking fee. It should be even higher in 2023.

## Parking at Seaside 2023

**ONE Bedroom unit renters** may only bring one car from the Friday of Memorial Day Weekend through Labor Day Weekend. Please note this change of parking space provisions, make changes to websites, advertisements and rental agreements and ***provide it immediately to your rental agent.*** All 2 and 3 Bedroom renters may bring two cars. Owners of 1, 2, and 3 bedroom units may bring 2 cars at any time.

Parking registration certificate fees are \$50/per car/per stay up to one month. If the stay is longer than one month, an additional registration certificate must be purchased.

At no time may a renter bring a RV, boat or trailer. Owners must speak with the Property Manager about bringing a boat in the off season.

## Off Site Parking

**Goode Realty** (in front of SSBRC) \*\*This is the small realty company located to the left of the entry to the complex. 251-974-2716

Fees: 1-7 Days: \$35 a day

**Parking is on a first come first serve basis. Office hours are 9am-5pm Monday-Friday.**

# OVERFLOW PARKING ALONG ALABAMA'S BEACHES



Many of our area lodging providers limit the number of parking spaces available for individual rental units. If you need additional parking and your lodging provider is unable to accommodate your extra vehicles, there are several paid parking locations available in Gulf Shores and Orange Beach.

## PARKING

BUSINESS	PHONE	CITY	CARS	BOATS	RVS
All About Storage	251-923-0090	Orange Beach	X		
Gulf Coast Rental Co	251-510-7226	Orange Beach	X	TRAILER	
Storage Depot	251-981-3376	Orange Beach	X	X	
U-Own-It Boat & RV Storage	251-981-7867	Orange Beach	X		
U-Stor-It	251-989-2532	Orange Beach	X	X	X

## RV/BOAT STORAGE

BUSINESS	PHONE	CITY	CARS	BOATS	RVS
Docs RV	251-968-4511	Gulf Shores			X
Gulf Breeze	251-968-8884	Gulf Shores			X
Gulf Coast RV	251-968-6494	Gulf Shores			X
Gulf State Park	251-948-7275	Gulf Shores			X
Island Retreat	251-967-1666	Gulf Shores			X

## PREMIUM PARKING

LOT	ADDRESS	CARS	BOATS	RVS
P2851	25150 Canal Road, Orange Beach, AL		X	X
P2652	532 West Beach, Gulf Shores, AL	X		
P2852	24151 Perdido Beach Blvd., Orange Beach, AL	X		

Please contact the individual business for pricing and availability. For the safety of your vehicle, we do not recommend parking overnight at any public beach access points nor at any of the large shopping complexes. Premium Parking locations and rates are subject to change. Please visit [PremiumParking.com](http://PremiumParking.com) for updates and other information.

# **Pet Policy for Owners Seaside Beach and Racquet Club**

**Guests, Renters, family members of owners may NOT bring PETS to Seaside.**

**Only the OWNER on Deed is permitted ONE dog, weighing 20 lbs or less, on a leash at all times when outside the unit.**

Non-Owners are warned to remove a pet, followed by ejection for non-compliance. Seaside COA is not responsible for resulting lost income, inconvenience or damages of any type. Owners are warned, per diem fine is charged to owner account for non-compliance (\$75 1st day, \$150 & up, per day for repeat offenses)

Owner's dog must be walked ONLY at the Dog Walk along EAST parking lot fence (between Seaside & Tradewinds), carry a bag and clean up after pet, Bags & disposal containers are provided. YOUR dog /YOUR JOB. Fines are applied for violations/owner may lose privilege of bringing the dog.

Dogs are NEVER permitted in the BBQ grill/picnic areas, lawns, Clubhouse, or pool area. City of Orange Beach prohibits ANY pets on the beach; patrols beach daily, fines charged for violations.

Dog owners are required to register the dog with Manager, submit a copy of Rabies vaccination certificate, and purchase our Orange Seaside Leash to demonstrate the dog is registered, thereby avoiding challenges from others. The leash is not "transferable" to guests, renters, family members, as none are permitted to bring any pet (unit owner's account will be fined/guest's pet required to be boarded elsewhere, or guest and pet shall be ejected from the property)

**Notify your family & guests No pets!**

## **Service Dogs and Emotional Support Dogs**

**03/29/2023**

### **Information obtained from Alabama HUD**

Service Dogs and Emotional Support Dogs have access to places with the proper documentation. The proper documentation is a letter from a physician on the physician's letterhead stating the dog is needed by the person. It does not have to state the reason it is needed, just that it is needed. The letter must also list the physician's phone number. It is allowed to call the physician to determine if the letter is genuine. It is never allowed to ask the diagnosis that requires a dog. The physician must be a viable physician.

Certificates and ID Cards are no longer accepted as they can easily be bought on the internet.

The dog may be of any size or breed. It is acceptable to require proof before allowing the dog on the premises.

If the dog is aggressive to anyone on the property they can be asked to leave the property. The dog can never put another person in harms way.

## SEASIDE'S POLICY REGARDING EMOTIONAL SUPPORT ANIMALS

The following information from Seaside Association's Legal Counsel outlines definition and differences between Service Dogs (ADA Certified & Trained) and *Emotional Support Animals* (prescribed by a Physician). The Board of Directors requested the legal opinion for clarification on requirements for Condominium owners, Association Management, Security Service, etc. to accommodate the two categories.

### SERVICE DOGS

#### Covered by Americans with Disabilities Act (ADA) and Fair Housing Act (FHA)

1. 1. Service Animals are dogs (and in rare cases miniature horses who can pull a wheelchair) which are *trained to*
2. assist a person with a disability. No other animal qualifies as a SERVICE Animal.
3. 2. A Service Animal must have been trained to perform the service that the disabled person requires. For example, we are all familiar with Seeing Eye Dogs that assist the blind.
4. 3. A Service Animal can accompany the person to any area of the complex except in the pool. There are no other
5. restrictions unless the dog is a danger to other people, barks incessantly, or is in violation of other condominium
6. rules. In those cases, legal advice should be sought before instituting eviction procedures.
7. 4. The Service Animal should be under control at all times either on a leash or by voice commands if a leash is not
8. practical (for example, the owner cannot hold a leash for various reasons).
9. 5. The Association, a rental agency or owner of a rental unit cannot impose any weight limit on the dog, require an
10. additional security deposit, or refuse to rent to a person based on his having a Service Animal.
11. 6. The person accompanied by a Service Dog must be the one who requires the trained animal to assist him/her.
12. Use of designated dog walk area (East fence-line toward Tradewinds), is required and pick up after the dog, is required by the condo rules. A disposal container is provided.

### EMOTIONAL SUPPORT ANIMAL

#### Fair Housing Act (FHA) requires accommodation ONLY if staying 30 days or more

1. 7. Emotional Support Animals are animals that bring comfort to the person with the psychiatric disability.
  2. 8. The owner of a Support Animal must have documentation from his physician explaining he has an impairment
  3. and how the animal provides support. A document from the Internet is not valid documentation.
  4. 9. The Association, rental agency or owner of a rental unit cannot ask what the impairment is, nor deny reasonable
  5. accommodation, but can insist on seeing the physician letter.
  6. 10. An owner of record or *immediate* family is not time restricted, but a GUEST or Renter must be staying more
  7. than 30 days (minimum required for "*usual place of abode*" qualification set by the Fair Housing Act).
  8. 11. A Support Animal must stay in the condo and designated dog walk area only. They cannot accompany their
  9. owner to other areas of the complex, as a SERVICE Animal does. No picnic area, pool deck or clubhouse.
  10. 12. An Emotional Support Animal (ESA) must be on a leash at all times.
  11. 13. If the ESA is a danger to other people, barks incessantly, or is in violation of other condominium rules, legal
  12. advice should be sought before instituting eviction procedures.
  13. 14. The Association, rental agency or owner of a rental unit cannot impose a weight limit on the animal, require an
  14. additional security deposit, or refuse a person based on his having an Emotional Support Animal.
  15. 15. There are no exceptions to the rule that a renter must be staying 30 days or more to be eligible to bring an
- Emotional Support Animal (in addition, they must qualify with the criteria outlined in #7 above). Seaside Owners are not allowed to make exceptions for people who want to stay less than 30 days, saying they have a support animal. Owners of record and immediate family members who have a support animal are exempt from the 30 day minimum stay requirement, as long as they meet the criteria in #7 above. \*The Owner or immediate family member is the one needing the ESA for emotional support, due to his/her disability.

*\*Legal counsel has further informed management that a person falsely claiming an animal is an ESA, for his personal assistance, or refusing to produce Physician's Prescription for the ESA, is guilty of a misdemeanor, finable by fees & jail time.*



## **Protect the Turtles**

The Loggerhead Hatchlings are confused by the shore lights. They will venture toward the lights on the shore instead of the Gulf water. Please close the balcony curtains at night and only use yellow “turtle friendly” lights on your balconies.



# **LIGHTS OUT & CURTAINS DRAWN AFTER DARK!**

**( MAY 1 - OCTOBER 31)**

A Federal Ordinance was passed and put into effect that requires all condos with lights or windows facing the Gulf of Mexico to turn the exterior lights off ( UNLESS an amber bulb is installed) and close ALL blinds and curtains. Flashlights on the beach after dark must be turtle-friendly bulbs ( red, amber or orange).

Hatching baby turtles get disoriented by the lights, which causes them to head inland instead of to the water, resulting in their deaths.

Each violation faces a \$25,000.00 fine.

Save your money and save the turtles!

**TURN OFF THE LIGHTS AND CLOSE THE BLINDS/  
CURTAINS!**

ORDINANCE NO. 2022-1410

AN ORDINANCE AMENDING CHAPTER 50, ARTICLE IV,  
DIVISION 5, SECTION 50-252 OF THE  
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA,  
ENTITLED "LODGING TAX - LEVY OF TAX"  
TO PROVIDE FOR PROSPECTIVE INCREASES IN THE RATE OF TAXATION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That Chapter 50, Article IV, Division 5, Section 50-252 of the Code of Ordinances for the City of Orange Beach is hereby amended as follows:

DIVISION 5. - LODGING TAX

Sec. 50-252. - Levy of tax.

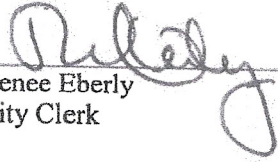
There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person engaging or continuing in this city in the business of renting or furnishing any rooms, lodging or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings or accommodations are regularly furnished to transients for a consideration, at the rate of seven percent (7%) of the gross proceeds derived from the renting or furnishing of such rooms, lodgings or accommodations, including the charge for use or rental of personal property and services furnished in such room; provided, however, that there is exempted from the tax levied under the provisions of this division any rentals or services taxed under the provisions of division 2 of this article. The tax levied under the provisions of this division shall not apply to rooms, lodgings or accommodations supplied for a period of 180 continuous days or more in any place

For transactions entered into on or after May 1, 2023, and before September 1, 2023, the tax rate is increased to nine percent (9%) of the gross proceeds.

For transactions entered into on or after September 1, 2023, the tax rate is increased to ten percent (10%) of the gross proceeds.

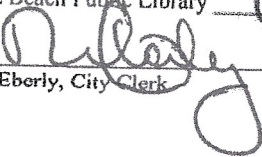
2. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 5<sup>th</sup> DAY OF APRIL, 2022.

  
\_\_\_\_\_  
Renee Eberly  
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing ORDINANCE 2022-1410 was posted on 04/07/2022 in the following three (3) public places:

Orange Beach City Hall \_\_\_\_\_  
Orange Beach Post Office \_\_\_\_\_  
Orange Beach Public Library \_\_\_\_\_

  
\_\_\_\_\_  
Renee Eberly, City Clerk