



## **BEACHWOOD VILLAS CONDOMINIUM, INC.**

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# **RULES & REGULATIONS**

**BEACHWOOD VILLAS CONDOMINIUM ASSOCIATION**  
**REVISED RULES AND REGULATIONS**

**FOREWORD**

There are documents that define the responsibility, prerogative and limitations of a condominium association and its members, including the Board of Directors and any committee it appoints. The Board of Directors is the governing body of the Beachwood Villas Condominiums, Inc. (The Association).

The documents referred to above are:

THE DECLARATION OF CONDOMINIUM ESTABLISHING THE BEACHWOOD VILLAS CONDOMINIUM which contains the BY-LAWS OF THE BEACHWOOD VILLAS CONDOMINIUMS, INC., a Florida Corporation Not For Profit.

CHAPTER 718, Florida Statute, The Condominium Act and the FLORIDA ADMINISTRATIVE CODE, CHAPTERS 61 B-15 THROUGH 61 B-24.

RULES AND REGULATIONS OF THE BEACHWOOD VILLAS CONDOMINIUMS, INC., WHICH ARE HEREIN CONTAINED.

The Board of Directors does not have the power to modify or amend the DECLARATION. The Association has the power to modify or amend the BY-LAWS as stated in CHAPTER 718. The Board of Directors can modify or amend the Association Rules and Regulations as long as no conflict is created between the Rules and Regulations on the one hand and the DECLARATION or the Florida statute (Chapter 718) on the other hand.

The provisions of the DECLARATION and CHAPTER 718 of the Florida Statutes on the one hand and the ASSOCIATION RULES AND REGULATIONS on the other hand are binding upon the Beachwood Villas Association, its members including the Board of Directors and all committees. If there are any alleged conflicts between the first two documents and the Association Rules and Regulations the former takes precedence over the latter unless a legal counsel interprets that there is no conflict and the Rules and Regulations are to be followed.

The Board of Directors is, ultimately, responsible for impartial enforcement of the Rules and Regulations and the provisions of all other condominium documents. Local, County, State or Federal laws take precedence over any Rules and Regulations promulgated by the Board of Directors.

The Board of Directors may, from time to time and as conditions warrant, adapt or amend those previous Rules and Regulations over which they have authority. In some of these Rules and Regulations are embodied statements from the DECLARATION including the BY-LAWS and Chapter 718. Other rules are strictly within the province of the Association and the Board of Directors.

## **SECTION 1 - RIGHTS OF MEMBERSHIP AT BOARD MEETINGS**

1. All unit owners have the right to speak at meetings of the Board of Directors and meetings of committees of the Board of Directors, subject to the following rules governing unit owner participation.
2. Unit owners, however, have no vote at the meeting of the Board or Committees, and their participation is limited to remarks on the issue before the meeting.
3. The rules, however, may not limit the number of owners entitled to speak, and any unit owner wishing to address a meeting may do so, provided that the owner complies with the rules concerning participation.
4. Rules concerning unit owner participation must be adopted in written form, and must be a part of the rules of the Board, the association bylaws or the articles of incorporation. Therefore, the following rules regarding unit owner participation at Board of Directors meeting have been adopted:
  - a. All unit owners wishing to speak must submit a written request to speak on a particular agenda item to the President prior to the beginning of the meeting for which the request is made.
  - b. Unit owners, who have made a timely request, may only speak for a total of three minutes per agenda item.

## **SECTION 2 - ALTERATIONS**

1. The exterior surfaces of the buildings may not be painted, decorated or modified in any manner.
2. The outside appearance of any window or deck may not be altered, (exception; approved storm shutters/color).
3. All window coverings must be white as viewed from the exterior of the building. All colors other than white must be approved in writing by the Board of Directors, prior to installation.
4. No common element or limited common element may in any way be altered.
5. Shrubs, trees, plants etc. may not be planted, trimmed or removed without permission of the Board of Directors.
6. No interior of a condominium unit may be altered so as to affect the structural elements of the building. A Martin County Building Permit is required for major alterations such as installation of a loft.

7. Any floor covering that is installed inside a second floor unit, other than carpeting with pad, requires code approved soundproofing underlayment beneath the flooring. Inspection of the installed material prior to installation of the floor covering must be performed by the Property Manager. The Manager shall provide written acknowledgment to the owner of the satisfactory inspection.
8. All debris resulting from alterations to a unit must be hauled away by the unit owner's contractor and in no instance shall be discarded on condominium property. Owners are responsible for informing contractors of this rule and its enforcement. Contractors are permitted to work during the hours of 8:00 AM - 5:00 PM, Monday - Saturday. No work is permitted on Sunday.
9. During the holiday season, the owner may put up decorations which are visible from outside the condominium with the prior written consent of the Association.
10. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the condominium unit or condominium property by any resident, contractor, sales person or realtor. Door decorations are permitted on the unit entrance door with the prior written consent of the Association.
11. All common element entrance doors to individual units shall be painted white and shall not be altered by any unit owner. All common element mechanical room doors shall be painted according to the Board of Directors approved color scheme of the exterior of the buildings and shall not be altered. Eastside exterior doors associated with unit's 6A/B and 7A/B shall be painted according to the Board of Directors approved color scheme of the exterior of the buildings and shall not be altered.
12. Storm shutters or high impact glass is required and must conform to Martin County Codes. The Property Manager must approve all installations and the color must match with existing installations and the specifications which have been adopted by the Board pursuant to Florida Statute 718.113 (5) as amended from time to time.
13. No awning, umbrella, canopy, deck, TV antenna or dish, or other projection shall be attached to or placed upon the roof or exterior of the building without the written consent of the Board of Directors.
14. All glass window tinting must be approved in writing by the Board of Directors.
15. No member of the Property Management or Maintenance staff shall be called upon to do any alterations or maintenance of units on Association time.
16. Any and all windows or sliding glass doors that are replaced with hurricane proof products must, strictly meet Martin County Building Department specifications, all other applicable building codes/addendum and Beachwood Villas Condominium Association requirements.

**Sliding Glass Doors:** Bronze aluminum frames, 9/16" laminated, tinted gray (to meet "turtle glass code ") with anodized tracks.

**Windows:** East, North, South windows

Oceanside-H36 (call size code) Bronze aluminum frames, 5/16" laminated, annealed/heat strengthened, tinted gray 31 (to meet "turtle glass code") one lite (no colonial muntin grids) with hi-rise sill H33 (kitchen) same, without hi-rise sills.

West (Parking lot) - 34SH, 24SH, 23SH (call size code) Bronze aluminum frames, 7/16" laminated, heat strengthened/heat strengthened, tinted gray, one lite.

### **SECTION 3 - DECK FURNISHINGS**

1. Deck furnishings are limited to neutral colors.
2. Deck furnishings must be constructed of non-rusting materials. Glass tabletops must be made of tempered glass in the interests of safety.
3. Deck carpeting may be used but wood rotting as a result of such carpeting is the responsibility of the owner.
4. No BBQ grills are allowed to be used or stored on unit decks.
5. No bicycles, scooters, surfboards, skateboards, baby carriages or other recreational items, vehicles or toys are allowed to be kept on unit decks or under building(s).
6. No towels, bathing suits or other personal property may be hung on deck railings.
7. No potted plants, either real or fake are to be higher than the deck railing. All items must be removed during hurricane season if absent for more than a week.
8. Wind chimes or any other wind-driven noise-making devices are not permitted to be hung on balconies.

### **SECTION 4 - BUILDINGS, WALKWAYS, RAILINGS AND COMMON AREAS**

1. For safety reasons stairs and walkways must not be obstructed, but small decorative items/furnishings are permitted on landings with the approval of the Board of Directors. Personal property shall not be hung on deck or stair railings or left on walkways or entryways. Any items left in common areas will be confiscated.
2. Scooters, any type of skateboard, or any type of skate, shall not be used in any common elements or limited common elements nor may be left or stored on decks, walkways, stairwells or entryways. Recreational vehicles such as golf "cars", carts, or ATV's are not permitted on Beachwood property. Bicycles, baby carriages or any other personal item cannot be stored or left in any common elements.

3. No property of any kind whatsoever may be stored under the dune bridges.
4. Smoking is prohibited in the west (interior) stairwells and stairways.

### **SECTION 5 - DRIVEWAYS AND PARKING**

1. Parking is permitted in a unit's assigned space or in a guest space only.
2. Condo unit owners are allowed space for up to two (2) vehicles only. Written permission of the Board is required for semi-permanent or regular usage of more parking spaces.
3. Parking on the Beachwood Villas parking area is solely for passenger vehicles. Parking of dune buggies, trailers, commercial vehicles or other vehicles on a truck chassis, recreation vehicles, boats and boat trailers is prohibited. Pickup trucks are allowed provided they are used as passenger vehicles. No item of any type or nature may be kept or maintained in the bed of a pickup truck except for toolboxes which have been permanently affixed to the rear of the cab of the pickup truck. Vans not designed as passenger non-cargo carrying vehicles with side windows and full passenger seating are prohibited.
4. No commercial vehicles of any type are allowed. Commercial vehicles are not limited to those with commercial tags and/or display writing on the sides of the vehicle, at the Board's discretion.
5. No vehicle exceeding with width or length of the existing designated parking spaces, or that is rated at greater than one (1) ton (manufacturer's load capacity specifications), or has more than four (4) wheels shall be parked in any of the residential parking areas.
6. Motorcycles are prohibited.
7. Tandem parking (a second vehicle parked in front or behind the first vehicle) is prohibited.
8. Absolutely no parking is permitted on the grass.
9. No repair or servicing of vehicles shall be made on the condominium property with the exception of minor repairs.
10. No vehicle, which cannot operate on its own power or is not properly registered, shall remain on the condominium property for more than 24 hours.
11. No occupant shall store or leave boats or trailers on the condominium property, without prior consent of Board of Directors or Property Manager. The Board of Directors may grant permission in order to provide for hardship and/or unusual cases.

The owner(s) must submit a written request at least 3 days in advance to the Property Manager with a reason for the request. The Parking permit will only be issued for 72 hours and owners may request a maximum of 3 permits per calendar year.

12. Vehicles may not be used primarily as a "storage closet" for personal belongings.
13. Unauthorized vehicles will be towed at the owner's expense.
14. Nothing herein shall be construed to prohibit temporary parking of service vehicles for the delivery and unloading of merchandise and servicing of the condominium and its unit owners.
15. Stored vehicles must be properly registered with the Association Office and parked in the unit owner's assigned parking space.
16. Unit owners will be responsible for their tenants' and guests' compliance.

#### **SECTION 6 - NUISANCES**

1. In order that all unit owners may have the quiet enjoyment of their property, no unit owner shall make or permit any disturbing noises in the unit that will interfere with the rights, comforts, or conveniences of the unit owners. No unit owner shall play a tape cassette/CD player, TV, radio or sound amplifier, from their unit, in such a manner as to disturb or annoy other occupants of the condominium. No unit owner shall conduct or permit to be conducted, vocal or musical instruction at any time.
2. No radio or TV installation may be permitted in a unit, which interfered with the TV or radio reception of another condominium unit. No antenna, aerial or dish may be erected or installed on the roof or exterior of the building, unless approved by the Board of Directors.
3. Outdoor cooking is confined to the BBQ grills provided by the Association. Please use caution lighting them. Open the lid before lighting to avoid any accumulation of gas. After each use, turn the grill temperature controls and the gas supply valve to "off" and clean the grills with the wire brush. ONLY food may be cooked on the grill.
4. No solicitations by vendors are permitted on the condominium property at any time except by individual appointment with residents.
5. No flammable, combustible, or explosive substance shall be kept in any unit or limited common area or storage area, except as required for normal household use.
6. Unit owners shall not permit or allow anything to occur or be kept in their unit which will increase the insurance rates on the common elements or any portion of the condominium, or which will obstruct or interfere with the rights of other unit owners or the Association.

7. All household garbage must be bagged in plastic bags, tied securely and deposited in the designated dumpsters; recycling must be followed in accordance with Martin County Regulations.
8. Disturbing noises in the pool/spa area during the time that it is closed, from 11:00 p.m. to 6:00 a.m., are a nuisance which should be reported to the police immediately by calling (772) 220-7170.
9. Residents are encouraged to report anything that is detrimental to individual residences/property or unruly behavior by calling 911 immediately. For non-emergent issues the police number is (772) 220-7170. For less urgent response or for any violation of the Rules or Regulations during normal business hours, call the Property Manager at (772) 225-4667. You must put in writing to the Property Manager with details of the infringement and the unit number or name of the violator.
10. No fireworks may be ignited on Beachwood property including all limited common areas and common areas per Florida Statutes.
11. Under no circumstances shall any owner/tenant/guest allow any refuse to be distributed from the unit or balcony/porch except in bag/containers en route to the dumpsters. Any and all "accidental" refuse (i.e. cigarette butts, paper products, beverage containers, food items or scraps) must be cleaned up immediately. No refuse may be left in a common area or a limited common area.

#### **SECTION 7 - PETS**

1. No pets or animals shall be kept on the condominium property except dogs, cats, parakeets, canaries and fish, as set forth below.
2. Except as provided under the Rules and Regulations promulgated by the Association from time to time, a Condominium Unit Owner shall not keep, raise or breed any pet or other animal, livestock, or poultry upon any portion of the Condominium Property, except that Condominium Unit Owners may keep up to two (2) dog(s) or two (2) cat(s). However, under no circumstances may any exotic pets, such as birds (with the exception of parakeets or canaries) or snakes and other reptiles or any breed of dog commonly known as a "Pit Bull" or any aggressive dog be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.
3. The owner assumes full responsibility for any damages to person or property caused by his/her pet.
4. Pets, when outside the owner's unit, must be on a leash or carried.



5. Pets are not allowed to be tied or let loose outside the unit and are not allowed to be curbed on the association's common property.
6. Pets are not allowed inside the fenced pool area.
7. The owner is responsible for immediately cleaning up any droppings by a pet that are excreted within the common areas. It is recommended that the owner carry on their person appropriate scooper and disposal bag, etc. to comply with this regulation. Droppings shall not be deposited in dune bridge or grill area garbage cans. All dropping bags must be deposited in the dumpsters only. Owners who do not clean up after their pet will be fined. Owners not complying with this regulation will be subject to fines of \$100 for each occurrence up to \$1,000 and may lose the privilege of having the pet on Condominium property.
8. Renters or guests in the absence of the owner are not permitted to have any pets on the association property or within an owner's unit.
9. A guest visiting an owner or immediate family member (i.e. parents/children/siblings) may bring one cat or dog for up to 72 hours. The owner or immediate family member must be in residence at the time the guest is visiting with the pet. However the Property Manager must be notified immediately. For longer periods, written permission must be obtained from the Property Manager.
10. Permission to keep a pet is subject to revocation and termination by the Board of Directors upon their sole determination that such pet is vicious, or is annoying other members, or is otherwise a nuisance.
11. Owners must have a pet addendum on file with the Association Office. This pet addendum must be current and up to date as needed. Owner must provide a current photo of their pet.

### **SECTION 8 - SWIMMING POOL/SPA RULES**

1. The Association does not employ a lifeguard; anyone using the pool/spa does so at his/her own risk. The Association assumes no liability.
2. Diving is not allowed for safety reasons.
3. The swimming pool and spa opening hours are posted poolside.
4. Anyone tampering with the swimming pool or spa heating equipment should be reported to the Property Management and fines will be imposed.
5. An adult must accompany all children at the pool under the age of twelve (12).
6. For health and safety reasons children under the age of five (5) are not allowed in the spa. Children under the age of twelve (12) must be accompanied by an adult.

7. Non-toilet trained children and incontinent persons are not allowed in the pool/spa.
8. Anyone who cannot swim must wear approved flotation devices.
9. Persons with infectious or contagious health conditions such as colds, fungus, skin diseases, etc., are not permitted in the pool.
10. Pets are not permitted within the fenced pool area.
11. Glass containers for food or beverages are absolutely prohibited in the pool or pool area.
12. Surfboards are not permitted within the fenced pool area.
13. No oversized rafts, floats, etc. are permitted in the pool.
14. When coming from the beach to the pool area please wash your feet with the hose at the dune bridges. Also a shower must be taken before entering the pool or spa.
15. Martin County Regulations forbid walking, sitting or playing on the dunes. Access to and from the beach must be by the dune bridges.
16. Chairs, tables and lounges in the swimming pool area must not be removed from the pool deck.
17. Poolside chairs and lounges should be covered with toweling or other material prior to use to assure that suntan oil, perspiration, etc., does not damage or soil the frame or straps, or inconvenience others.
18. NO disturbing noises shall be made in the pool area that will interfere with the rights, comforts or conveniences of others.
19. Running in the pool area is prohibited.
20. Only small pool toys for young children are allowed in the pool.
21. Only persons in bathing suits are permitted to use the pool and spa. Wet suits, cut-offs, underwear, diapers, etc., are not allowed.
22. Unit owners in actual occupancy of their units and approved renters and guests may extend the use of the recreational facilities to a maximum of six (6) visiting guests at any given time. This guest limitation shall not apply to family members of unit owners and tenants.
23. Upon the written request of a unit owner in actual occupancy of the unit, the Board of Directors in their sole discretion may grant the unit owner permission to invite additional visiting guests to use the facilities of the pool area, spa and swimming pool. The written request shall be submitted at least seven (7) days in advance of the proposed pool party.

The requesting unit owner must be present at the party and shall be held strictly responsible for the conduct of the visiting guests and will be required to indemnify the Association against any or all damage or loss (including cleanup costs) incurred by the Association in connection with the pool party and the conduct and acts of the unit owner's guests. A deposit of three hundred dollars (\$300.00) is required with the written request, fully refundable if no costs are incurred.

24. Tenants/guests may not extend the use of the recreational facilities to non-resident guests when the tenant/guest is not in occupancy of the unit at the time.
25. Each unit has 2 designated key FOBS for entry to the pool/spa deck. If one is lost, please contact the Association Office immediately so they may be able to track it. If you require a replacement key FOB, the cost is \$25. Jumping the fence is strictly prohibited.

### **SECTION 9 - UNIT OWNERSHIP**

1. The condominium unit shall be occupied as a single-family residence only.
2. No trade or other type of commercial activity may be conducted in or from any condominium unit or property. Rental of any unit is limited to the entire unit. No portion of a unit (i.e. bedroom) may be rented by itself.
3. One (1) bedroom units shall not be occupied on a permanent or semi-permanent basis by more than three (3) people and two (2) bedroom units by not more than five (5) people.
4. No children under the age of eighteen (18) are permitted to occupy an apartment as guests unless the owners or other adults are in residence at the same time.
5. During any tropical storm or hurricane advisory issued by NOAA or the state/county affecting the condominium, all owners must secure their units by removing all furniture, plants and other objects from any deck or outside area as well as close and/or secure approved hurricane protection using locking pins with screws and locks on all openings that are not adequately protected with impact glass. If a unit is not properly secured within 24 hours of a tropical storm warning, the Association at their discretion will send in a team to properly secure the unit for a fee of \$500 to be paid in full within thirty (30) days of said event. The Association shall not be held liable for any damage sustained by a unit that is left unsecured by the owner.

Additionally, any owner or occupant who plans to be absent from the unit for more than one (1) week must turn off all water to the unit at the shut off valve.

Also, if an owner designates a firm or individual to care for his or her unit, then the owner must furnish the Property Manager (772) 225-4667 with their names and contact information.

All additional temporary opening protection that was put up should come down five (5) days after the named storm has passed and all watches have ceased. Temporary protection includes, but not limited to: plywood, sandbags, rope or wire, panels, duct tape.

6. Owners shall be liable for all damages caused by the moving of their furniture and property.
7. Payment of the monthly assessments shall be made at the office of the Management as designated in the Management Agreement. Payment in the form of a check shall be made to the order of such party as the Board of Directors shall designate. Payment of regular assessments are due on the first day of each month, and if such payments are fifteen (15) days or more late they are subject to charges, as provided in the Declaration of Condominium. If any unit owners can pay all or part of the year in advance this would be very much appreciated.
8. All complaints from owners requiring Board of Director consideration shall be made in writing and addressed to the Board of Directors.  
  
The Board will not consider any unsigned letters. Problems requiring immediate attention should be relayed to the Property Manager.
9. Every owner has a responsibility to comply with the Association Bylaws and the Rules and Regulations.
10. Renters/guests may not extend the use of the unit to non-resident guests when the owner or renter/guest is not in occupancy of the unit at the time.

## **SECTION 10 - CHANGE OF OWNERSHIP OF UNITS**

1. No signs listing the unit for sale shall be placed anywhere on the condominium property. Only notices on a 3" x 5" card may be placed in the locked bulletin board. These notices may be given to the Association Office for posting. Such cards must be dated and are valid for ninety (90) days.
2. No unit owner may sell or transfer their unit without the approval of the Board of Directors as stated in the Declaration of Condominium.

### **SELLING A UNIT**

1. An owner who has contracted to sell his/her unit must submit the following to the Property Manager prior to sale for approval by the Board of Directors:
  - a) An application form, accompanied by a \$100.00 application fee from the owner.
  - c) A copy of the executed sales agreement.
  - d) Copy of the buyer's driver's license.
  - e) A copy of the recorded deed must be provided to the Property Manager as soon as it is available.

2. Prospective buyers must be personally interviewed by a member of the Board of Directors or its designee before the transaction is completed. During this interview the Association Rules and Regulations will be reviewed and the "Compliance to the Rules and Regulations" form signed. Interviews can be arranged by contacting the Property Manager at (772) 225-4667. Claimed ignorance of the Rules and Regulations is no excuse for a violation.
3. The Association shall have 30 days from receipt of Notice, Application Form and Sales Agreement to take action on the transaction.
4. Upon approval of the sale of the unit, a Certificate of Approval will be given to the buyer to take to their closing.

#### **TRANSFER UNIT TO FAMILY MEMBER**

1. An owner who is transferring a unit to a family member must submit the following to the Property Manager prior to occupancy of the unit for approval by the Board of Directors:
  - a) Written notice of transfer intent from the owner.
  - b) Transfer of deed to new ownership.
  - c) Updated Owner Information Sheet.
  - d) Copy of driver's license.

#### **SECTION 11 - TRANSFER OF UNITS TO RENTERS OR GUESTS**

1. Transfer of occupancy applies to any occasion when the owner of the unit transfers possession to a renter or non-paying guest.
2. Owners may not rent their unit for less than a two (2) month period. No more than six (6) such transfers can occur in any twelve (12) month period (excluding transfers by the unit owner to his/her adult siblings, parents or adult children).
3. All temporary occupants, (renters/guests) must register with the Property Manager at (772) 225-4667 no later than the first working day after arrival. This includes repeat renters. Owners must contact the Property Manager at least seven (7) days prior to the date a guest(s) intends to occupy their unit and provide the name(s) of guest(s), as well as the length of stay.
4. Only passenger vehicles are permitted to be parked on Beachwood Villas property. Parking of dune buggies, trailers, commercial vehicles or other vehicles on a truck chassis, recreation vehicles, boats and boat trailers are PROHIBITED. Pickup trucks are allowed provided they are used as passenger vehicles.

No item of any type or nature may be kept or maintained in the bed of a pickup truck except for toolboxes which have been permanently affixed to the rear of the cab of the pickup truck. Vans not designed as passenger non-cargo carrying vehicles with side windows and full passenger seating are prohibited.

5. No renter or guest may hang bathing suits, towels or other personal property on deck railings. No recreational items such as surfboards, toys, bicycles, etc. may be kept on decks.
6. No renter or guest may invite more than four (4) other people to use the recreational facilities at any one (1) time, and he/she must also be present.
7. No renter or guest shall make or permit any disturbing noises in the unit or on the common areas of the condominium property that disturb the peaceful enjoyment of other residents.
8. All renters and guests must understand and obey the Rules and Regulations relating to the use of the swimming pool, spa and fenced pool area.
9. It is the responsibility of the unit owner to ensure their renters/guests have access to a copy of the Rules and Regulations and agree to abide by them. All renters/guests are required to obtain and sign a form from the Association Office that they have read and will adhere to the Rules and Regulations of the Association.
10. Fines up to one hundred dollars (\$100.00) a day may be imposed on renters/guests who break any of the Rules and Regulations of the condominium. The unit owner is held responsible for the collection and payment of such fines.

#### **TRANSFER OF UNIT TO RENTER:**

In all rental transactions no oral agreements shall be made, and the written rental or occupancy agreement shall contain a covenant: (a) providing that the agreement shall be null and void unless approved by the Association, (b) requiring the renter to comply with the Rules and Regulations of the Association, (c) prohibiting the renter and his guests from keeping pets upon the condominium property, (d) prohibiting assignment, subleasing, modification, termination, cancellation, renewal, or extension without the prior written approval of the Association, (e) restricting occupancy of one (1) bedroom units to three (3) persons including overnight guests and two (2) bedroom units to five (5) persons including overnight guests. For occupancy by more than these numbers of persons, application must be made to the Board of Directors and will only be granted for family members of tenants and for no longer than one week.

1. Owners must submit the following documents at least fifteen (15) days prior to unit being occupied. All transfer of possession will be null and void if not made in compliance with this Rule and Regulation.
  - a) 3 page application, including a copy of renters Driver's license
  - b) Copy of Lease Agreement (Minimum of 2 months occupancy, no more than 6 transfers a year)
  - c) Non-refundable \$100 application fee covering processing expenses

2. The Association shall have fifteen (15) days after receipt of the application to take action.
3. Any owner who fails to submit a timely rental application or has not received approval and allows the unit to be occupied, is in violation of the Rules and Regulations, subject to a fine of one hundred dollars (\$100.00) per day as long as the violation exists and will also assume the responsibility of reimbursing the Association for all expenses and legal fees in the association's effort to seek relief of the violation.
4. No pets allowed for renters at Beachwood Villas.
5. A returning renter will not be charged a one hundred dollar (\$100.00) approval fee nor will an interview be necessary. However, a new application form and lease agreement must be submitted to the Property Manager for approval.
6. Owners will provide the necessary unit keys, common area keys, and mail box keys to the renter. The Association has no responsibility in providing these to the renter. It is the responsibility of the unit owner to ensure the rented unit contains all furnishings and household equipment compatible with normal family living.
7. New renters must be interviewed by a member of the Board of Directors or its designee before occupancy. The owner must provide the prospective tenant/buyer with one (1) copy of the Rules & Regulations. A "Compliance with the Rules and Regulation" form will be signed at the closing of the interview. The owner bears the ultimate responsibility for Rules and Regulation compliance by the occupants or their guests.
8. Upon entry into possession by the approved guest/renter the unit owner and his family automatically forfeit their usage of the recreational facilities for the duration of such occupancy.

#### **TRANSFER OF UNIT TO GUESTS:**

1. Guests for the purpose of this Rule and Regulation are defined to include family members and social non-paying guests of an owner not in actual occupancy of his unit. The provision of this Rule and Regulation shall not apply to guests visiting with a unit owner who personally is in actual occupancy of his unit.
2. Owners must contact the Property Manager in writing at least seven (7) days prior to the date a guest intends to enter into possession of their unit.
3. It is required that all guests register with the Property Manager at (772) 225-4667 no later than the first working day to inform the office that they have arrived and confirm their length of stay.

4. The unit shall be occupied only as a single family private dwelling by the guest and members of his family. One (1) bedroom units shall not be occupied by more than three (3) persons and two (2) bedroom units by more than five (5) persons. For occupancy by more than these numbers application must be made to the Board of Directors but will only be granted for family members of the guest and for no longer than one (1) week.
5. Unit owners are required to make one (1) copy of the Rules and Regulations available to guests and are responsible if they are faulted by their guests.

## **SECTION 12 - SECURITY**

1. In order that appropriate action may be taken in an emergency situation threatening or causing damage to common property, or the property of contiguous owners, the Association may forcibly enter an unoccupied unit as the agent of the unit owner. Unit owners are required to leave a duplicate key with the Association Office.
2. The Association Office/Maintenance Person will not provide keys or give authorization for entry to any person other than that owner.
3. Entry for contractors/repairmen is strictly the responsibility of the individual owner or tenant.
4. When a unit is left unoccupied for more than 2 days, the water valve must be turned off in the unit's storage room in order to limit possible water damage.
5. Residents are encouraged to report anything that is detrimental to individual residences/property or unruly behavior by calling 911 immediately. For non-emergent issues the police number is (772) 220-7170. For less urgent response or for any violation of the Rules or Regulations during normal business hours, call the Property Manager at (772) 225-4667. You should put in writing to the Property Manager with details of the infringement and the unit number or name of the violator.

## **SECTION 13 - FINE PROCEDURES PROCEDURES FOR DETERMINING A FINE BECAUSE OF AN ASSOCIATION RULE VIOLATION**

1. No one has the right to deprive others the right of a safe, healthy, peaceful environment. In order to ensure that fact, it is necessary to have the appropriate safeguards and regulations.
2. A Florida Statute, the Condominium Law, specifically Section 718.303 (3), states that if the Declaration or the Bylaws of a condominium so provide, the Association may levy reasonable fines against a unit for the failure by the owner of the unit or its occupant to comply with any provision of the Declaration of Condominium, the Association Bylaws, or reasonable rules.



3. A fine may be levied for a violation of an Association Rule or Bylaw. The fines may not exceed one hundred dollars (\$100.00) per occurrence each day the violation exists for an aggregate amount of one thousand dollars (\$1,000.00). No fine can be levied without giving reasonable notice according to Florida law and providing an opportunity for a hearing. The hearing must be held before an Ad Hoc Committee of unit owners (not the Board of Directors or their families) called the Appeals Committee.
4. The party against whom the fine is proposed to be levied must have an opportunity to present evidence and to provide written or oral arguments. Furthermore at the hearing the violator has the opportunity to review, challenge, and respond to any material to be considered by the Association. If the violator is not the owner, the owner is the one ultimately held responsible.
5. The Violation Committee is to consist of three (3) members of the Board of Directors. The Violation Committee will suggest the dollar amount of the fine and it will then be reviewed by the Appeals Committee. If the Appeals Committee review determines that no fine is appropriate, a fine will not be levied.