

Rules and Regulations

Beach Colony Resort of Navarre West Condominium Association, Inc.

Order: 8M3V4Q9FQ
Address: 8501 Gulf Blvd Unit 14A
Order Date: 04-16-2024
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INITIAL RULES AND REGULATIONS

A. The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

(1) The use of the Units shall be consistent with existing laws and the restrictions set forth in the Bylaws and shall not constitute a nuisance. Each of the Units shall be occupied only by a single family, its servants and guests as a residence and for no other purpose, with the exception of Unit W-1C, which may be used for non-retail commercial uses, as set forth in Section 11.1D of the Declaration of Condominium.

(2) Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris and unsightly materials. Repair and costs of destruction or damage caused to a Common Element shall be the responsibility, and at the expense, of the responsible Owner.

(3) Owners and occupants of Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.

(4) No garments, rugs, etc., may be hung from the windows or other portions of Units. No rugs, etc., may be dusted from the windows of the Units. Rugs may be cleaned within the Units but not in any other portion of the Condominium Property. Draperies must have linings of a uniform color as determined by the Board of Directors.

(5) All garbage and trash shall be deposited in the disposal installations provided for such purposes.

(6) No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may effect the exterior of a unit in any shape or manner except as authorized in writing by a majority of the Board of Directors.

(7) Owners shall not cause or permit anything to be placed on the outside walls of any of the buildings or placed on windows which are visible from the outside of the building, and no sign, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board of Directors which approval shall be perpetual. The sole exception of this rule is signage is installed by the Owner of Unit W-1C, pursuant to the provisions of Section 11.1D of the Declaration of Condominium. Approval by the Board of Directors is also a requirement prior to any construction or modification. Refer to Section 2.15 of the Bylaws regarding installation of hurricane shutters. Pursuant to F.S. 718, Unit Owners may display one portable removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(8) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Owners or occupants or which may be injurious to the reputation of the property.

(9) Nothing shall be done in any Unit or in, on or to, the Common Elements which will impair the structural integrity of the buildings or which would structurally and/or mechanically change the buildings except with the approval of the Board of Directors. No awnings or enclosures are to be added without the Board of Directors' written approval.

(10) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the buildings or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law.

(11) No industry, business trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any residential Unit except with the prior written consent of the Board of Directors, and except for the non-retail commercial use of Unit W-1C, pursuant to the provisions of Section 11.1D of the Declaration of Condominium.

(12) Children shall, at all times while on the premises, act in an orderly manner without creating disturbing noises or being a nuisance to Unit Owners.

(13) No clothesline or similar devices shall be allowed on any portion of the Condominium Property by any person, firm or corporation without the written consent of the Board of Directors. No grilling or barbecuing is permitted on the balconies or terraces.

(14) All motor vehicles shall be currently licensed. No repair or maintenance of vehicles is to be done in parking spaces or within the common elements. No boats, boat trailers, all terrain vehicles or recreational vehicles shall be parked on the condominium property without prior written approval of the Condominium Association.

(15) There shall be no restriction on the keeping of domestic pets, provided they are not kept, bred, or maintained for commercial purposes in their units. All four-legged pets shall be kept on a leash while outside the owner's unit, Owner's are required to cleanup after their pets. In the event that any pet on the premises should constitute a nuisance, in the opinion of a majority of the Board of Directors, then the Owner, when so notified in writing, shall be required to immediately rectify the situation. An owner aggrieved by an action of the Board may appeal such action to the membership of the Association at the annual meeting or at a special meeting called for such purpose. Each Owner shall be financially responsible for any damage caused by any pet maintained within the Owner's Unit.

(16) No more than eight (8) persons can occupy a three (3) bedroom unit without the prior written approval of the Board of Directors. No more than six (6) persons can occupy a two (2) bedroom unit without the prior written approval of the Board of Directors.

(17) Maintenance Assessments that are unpaid for over ten (10) days after due date shall include, in addition to interest (as provided for in the Bylaws), the greater of five percent (5%) of each installment or \$25.00 as a late charge.

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(18) No unit may be leased or sublet more than four (4) times per calendar month without prior written consent of the Board of Directors.

(19) All Unit Owners are required to employ underlayings as approved by the Developer in all areas, excluding bathrooms, kitchens and entry areas of the apartment where ceramic tile, marble, wood flooring, parquet or any other hard surfaces are used.

(20) Proper attire must be worn in the lobby at all times by Unit Owners, their guests, employees, invitees and family. Proper attire shall be defined as to require shirts and shoes and shall exclude bathing suits, flip-flops, beach clothing (unless these items are properly covered up), and housecoats.

(21) When a Unit Owner or his guests are not in residence, the temperature of the Unit is to be set at 76° to 79° F. to reduce mildew and damage resulting from humidity to the Unit. The HVAC design load for each Unit assumes the use of insulating draperies or equivalent blinds or obscure glass in all bedrooms, dens, and baths, and medium weave draperies in all other areas during hours of direct sunlight exposure.

B. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units. The procedure for the hearing shall be, at a minimum, as follows:

(1) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

(a) A statement of the date, time and place of hearing;

(b) A statement of the provisions of the Declaration, Association Bylaws or Association Rules which have allegedly been violated; and

(c) A short and plain statement of the matters asserted by the Association.

(2) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

C. Additional rules will be promulgated and posted for the use of the Swimming Pool, Tennis Courts, Social Room, parking, and other amenities.

Beach Colony Resort on Navarre, West, Condominium Association, Inc.

As of January 2023

I.

Voting Rights

- Q: What are my voting rights in the condominium association?
A: Each Unit Owner shall be a member of the Beach Colony Resort on Navarre, West Condominium Association, Inc., and shall be entitled to one (1) vote for each unit owned by him. (See Article XIV of the Declaration of Condominium.)

II.

Use Restrictions

- Q: What restrictions exist in the condominium documents on my right to use my unit?
A: Condominium units shall not be used for commercial purposes with the sole exception of Unit W-1C, which may be used for nonretail commercial uses (i.e. a Real Estate Sales Office), and the Unit Owners must abide by the Rules and Regulations of the Association (a complete set of which is attached as Exhibit 6 to the Prospectus for Beach Colony Resort on Navarre, West, a Condominium). These rules restrict, among other things, pets, number of occupants per unit, and types of vehicles on condominium property.

III.

Lease Restrictions

- Q: What restrictions exist in the condominium documents on the leasing of my unit?
A: No unit may be leased, sublet, or assigned more than four times per month without the prior written consent of the Board of Directors (see item 18 of the Rules and Regulations, Exhibit 6 to the Prospectus). The use or sale of any unit on a "time-share" basis is prohibited (see Section 17.3 of the Declaration of Condominium).

IV.

Condominium Assessments

- Q: How much are my assessments to the condominium association for my unit type and when are they due?
A: Assessments are levied by the Beach Colony Resort on Navarre, West Condominium Association, Inc. quarterly and the quarterly amount per unit is \$4,003.00 for Type "A" and "F" Units; \$3,381.00 for Type "B" and "E" Units; \$3,800.00 for Type "C" and "D" Units; and \$4,410.00 for Type "PHA" and Type "PHF" Units, in accordance with the Adopted Operating Budget (a copy of which is attached), exclusive of any special assessments. Reserves are fully funding pursuant to F.S. 718.

V.

Membership in Recreational Facilities Association

- Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?
A: A Unit Owner is not required to be a member of any other Association.

VI.

Rent/Land Use Fees

- Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?
A: There are no recreational or commonly used facilities for which the Unit Owners or the Association are obligated to pay rent or land use fees. However, this condominium is to be constructed upon property which is subject to a 99 year lease with option to extend for a second 99 year lease and the Condominium Assessments include a lease payment to the Santa Rosa County Beach Administration, lessor of this land lease. Additionally pursuant to a Reciprocal Use Agreement and Easement for Beach Colony Resort on Navarre, the Association in its budget has to pay 50% of the costs of some recreational property, Unit Owners do not pay this directly.

VII.

Court Cases

- Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.
A: None.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENT.