

## **RULES and REGULATIONS**

Living in a private community we each have a responsibility not just to ourselves, but to our neighbors and other residents to make Beachwalk a safe, clean and peaceful place for all to live.

Pursuant to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Beachwalk and the Amended and Restated Bylaws (the "Governing Documents"), these Rules and Regulations (the "Rules") have been promulgated and approved by the Board of Directors (the "Board") of the Beachwalk Residents Association, Inc. (the "BRA"). These Rules are not meant to harass but to maintain order, provide maximum health and safety standards for all owners, guests and tenants, to ensure everyone's privacy, to protect the property value of all owners, and to provide a peaceful place to live and an overall superior living environment.

These Rules are binding on all condominium, villa and home owners (the "Member"), who have assumed the responsibility to comply with the Governing Documents, as well as their guests, tenants, licensee and invitees. (Dec.12.2 ;Fla. Statute 720.305). It is the responsibility of all who use our facilities and services to know these Rules, abide by them, and cooperate in their enforcement. Condominium Owners, their guests and tenants must also comply with all Rules and Regulations issued by the Beachwalk Gardens Condominium Association, Inc.

In accordance with the Governing Documents and Florida Law, the Board is obligated to strictly enforce these Rules. Violations of these rules may result in the Board issuing a warning, assessing fines, suspension of your right to use BRA common areas and facilities, or instituting legal proceedings.

All questions concerning these Rules should be addressed in writing to the Board.

These Rules are meant as a summary for Members and do not include the complete Governing Documents nor the Rules and Regulations of the Architectural Review Committee (the "ARC") which you are encouraged to review for more detail.

As of October 17, 2009

## **GENERAL RULES**

1. Each residential unit shall be occupied by only one (1) family at any time. Each residential unit shall be used as a residence and for no other purpose. (Dec.7).
2. No business or commercial activity shall be conducted in or from a residential unit. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his residential unit, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls, written or electronic correspondence in and from his residential unit. Such uses are expressly declared customarily incident to residential use. (Dec . 7.1).
3. Other than one (1) single family dwelling, no structure (other than antennas as permitted below), trailer, house trailer, tent, shack, garage, barn, carport, or outbuilding shall be used or placed on any single family lot at any time either temporarily or permanently. Only the Board may place such structures on the common areas or limited common areas. (Dec . 7.7).
4. No antenna of any kind shall be placed or erected upon any parcel or affixed in any manner to the exterior of any building other than a satellite antenna less than one (1) meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi-point distribution service which may be installed only at a preferred location where acceptable signal may be obtained. The preferred location on a Lot is at a location at the rear or side of the Residence least visible from neighborhood residences or from the interior roadways within Beachwalk. The preferred location at a condominium unit is on the unit's limited common area balcony, patio or porch which is least visible from view from the grounds of the Condominium and is attached in a stable and secure manner to the wall of the balcony, patio or porch. No portion of the antenna may extend outside the limited common element balcony, patio or porch area. An antenna can be installed at a non-preferred location on a Lot or on the balcony, patio or porch only if an acceptable signal cannot be obtained from a preferred location. No satellite dishes or other antennas may be installed in the common areas of the Property. Please contact the ARC for further information about antenna installation.
5. In accordance with Florida Law, Members may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day in a respectful manner either portably on the home or on a flag pole no higher than twenty (20) feet, an official United States flag, and/or an official State of Florida flag or a United States Army, Navy, Air Force, Marine Corps, Coast Guard or POW-MIA flag.
6. Except for required services or deliveries, no owner shall park or permit to be parked, either on a lot or within a street right-of-way within the Property, any vehicle designed or used for commercial purposes or containing exterior advertising matter; any motorcycle, motor scooter, any swamp buggy, stock car, golf cart, or other vehicle not normally used for highway travel; or any boat, trailer, or camper, except when such motor vehicle, boat,

trailer or camper is parked or stored within an enclosed garage. Motor scooters, swamp buggies and stock cars are prohibited from being operated either on a lot, within a street right-of-way, or anywhere else within the property. Motorcycles are prohibited from being operated, parked, kept or stored upon lots, within garages or anywhere else within the property. No maintenance or repair shall be performed upon any motor vehicle, boat, trailer, or camper, except within an enclosed closed garage. (Amended Dec. 7.8).

7. Moving in and out of Beachwalk (moving trucks, vans, etc.) is restricted to 8:00 a.m. to 6:00 p.m. Monday through Saturday only. No moving in or out is permitted on Sunday.
8. Contractors hired by Members are prohibited from operating power tools or equipment which can be heard outside of a unit a) before 8:00 a.m. and after 6:00 p.m. Monday through Saturday and b) on Sunday. If an emergency arises which requires the use of such equipment, the Board may grant permission to the contractor to respond to such emergency.
9. No towels, garments, rugs, etc., may be hung from windows, railings or other parts of the residences. No clotheslines or drying yards shall be located so as to be visible from neighboring units or from the interior roadways within Beachwalk. (Dec. 7.12 A).
10. No obnoxious or offensive activity shall be carried on within Beachwalk, or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the Community or its residents. (Dec.7.12 B).
11. Members may keep one (1) small cat or dog not weighing more than twenty (20) pounds in their residential unit provided the cat or dog is not kept, bred or maintained for any commercial purpose. No other animals, livestock or poultry of any kind shall be kept, raised or bred on any part of Beachwalk. All pets shall be leashed or carried by the pet owner whenever outside the residential unit and the pets' excrements must be immediately removed from the Common and Limited Common Areas by the pet owner and disposed of properly in the owner's trash. If any pet becomes a source of unreasonable annoyance to other residents, the Board, in its sole discretion, may require its permanent removal from Beachwalk. (Dec.7.3.). Pet owners must comply with any Federal, state, local law or ordinance regarding vaccinations or licensing and make such records available to the BRA upon request. When walking a pet using an extended leash, the pet owner must not allow the leash to interfere with vehicles, pedestrians or bicyclists on the road.
12. No Member shall use his residential unit, or permit it to be used in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another residential unit, or which would not be consistent with the maintenance of the highest standards for a first class residential community, nor permit the premises to be used in a disorderly or unlawful way. The use of each residential unit shall be consistent with existing laws and the governing documents and occupants shall at times conduct themselves in a peaceful and orderly manner. (Dec. 7.4).

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13. Extreme care shall be exercised to minimize noise so as not to disturb other persons. (Dec.7.12 D).
14. No signs (except as may be exempted by law), advertisements, banners, notices or other lettering shall be exhibited, inscribed, painted or affixed by any person on any part of the outside of a unit building or inside of a unit building that is visible from the outside of the unit.
15. No person may post or display 'For Sale' or 'For Rent' or other similar signs anywhere within Beachwalk including in or on automobile or other property. (Dec. 7.5).
16. Wildlife feeding within Beachwalk is prohibited except for bird feeders which must be suspended above ground. The Board may suspend all bird feeding during any period of increased nuisance wildlife activity.
17. No automobile garage shall be permanently enclosed or converted to other use without written permission of the Board of Directors. (Dec. 7.6).
18. No rubbish, trash, garbage or other waste material shall be kept or permitted at the exterior of any of the courtyard fences. Trash, garbage and other waste shall be kept only in lidded enclosed sanitary containers which shall be kept in clean and sanitary conditions and kept either in the residential unit or inside the courtyard fences except when out for pick up. Garbage and trash shall not be put on the curb for pick-up prior to 6:00 p.m. the night before the scheduled pick-up. (Dec. 7.12 C). Trash and recycling containers must be removed from the curb by 6:00 p.m. the day of pick up.
19. A Member shall be liable for any maintenance, repairs or replacement of any Common Areas, other residential units, or personal property caused by the negligent acts of the Member, his family, lessees, agents, employees and guests. (Dec.5.4).
20. No Member shall plant or prune, cut, damage, remove or injure any trees or other landscaping located in the Common Areas or Limited Common Areas.
21. The wall around the perimeter of Beachwalk is off limits. Persons are not permitted to scale, walk on, sit on, or deface the walls.
22. Entrance to and from Beachwalk is authorized only through the main gate or the walk/cycle gate located west of the Beachwalk Garden Condominium swimming pool.
23. No vending, peddling, or soliciting orders for sale or distribution of any merchandise, services, periodicals, books, pamphlets or other matters is permitted within Beachwalk.
24. Commercial advertisements and solicitations may not be posted or circulated within Beachwalk. Members may advertise only their homes, villas or condos for sale or rent on the Pool Bulletin Board. BRA stationary may not be used for commercial purposes.
25. The BRA Member List and Email list are to be used solely for Beachwalk related matters and any use for political, commercial or other purposes is strictly prohibited.

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26. No notices or announcements of any kind may be displayed in Beachwalk or on Channel 95 without Board approval.
27. Parking on grass is strictly prohibited. Vehicles may be parked only in designated parking spaces.
28. No Member, guest or tenant shall direct, supervise or in any manner assert any control over any employee, agent or contractor of the BRA except in matters pertaining to immediate security.
29. Members and guests shall not reprimand nor abuse any employee or staff member of the BRA. All complaints about an employee or staff member must be made in writing to a Board Member.

## **SAFETY, SECURITY and PRIVACY**

1. Automobiles, commercial vehicles, bicycles, other forms of transportation and recreation and pedestrians converge on our streets and crosswalks. It is imperative that everyone obey all traffic laws and rules and exercise extreme caution to ensure the safety of all.
2. All vehicles entering Beachwalk are required to have either a permanent or temporary parking decal issued by the BRA and available at the BRA office. Decals shall be issued only to vehicles with a valid unexpired state registration. Any vehicle without a decal shall be considered an unauthorized vehicle and subject to being towed at the owner's expense.
3. Operating or parking of any vehicle on the grass is prohibited. Any vehicle parked on the grass or in any area not designated and marked for parking shall be subject to immediate towing at the owner's expense.
4. Members, guests and tenants must notify the gate guard of all visitors, and failure to do so may result in that visitor being denied entry. Those having guests for more than one day should notify the BRA office to obtain the appropriate gate passes for the guests. Where possible, such notice should be received by the gate guard within 24 hours of the guest's arrival. Visitors must proceed directly to the owners unit. Bicycle riders may pick up a temporary pass as they go through the main gate.
5. Drivers must obey the 14 mph speed limit and all traffic signs.
6. The gate guard is not permitted to handle parcel pickups or deliveries.
7. Report all crimes of a serious or violent nature and medical emergencies by calling 911. For non-serious crimes or incidents call the Collier County Sheriff at 239-774-4434. All such incidents must also be reported to the BRA gate guard after hours at 239-598-4899 or reported during normal office hours to the BRA office at 239-566-2244. The gate guard and BRA office should then immediately notify the BRA Neighborhood Watch Representative of such report.
8. Only vehicles should exit through the automatic exit gate and must do so at very slow speeds. The automated exit gate must be allowed to close after each individual vehicle exits through. Pedestrians and bicyclists should not enter or exit through the automatic gate and must use the adjacent sidewalk. Repairs to the gate bar will be charged to the responsible member.
9. Pedestrians should walk, jog or run on the left side of the road facing oncoming traffic. At night pedestrians should wear light-colored clothing and reflective devices.
10. Bicycles are considered vehicles when ridden on streets and riders must obey all traffic signs and rules. Pedestrians must be given the right of way. Lights and reflectors should be used at from sunset to sunrise. In accordance with Florida law, children under the age of sixteen (16) must wear an approved safety helmet

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11. Kindling or maintaining a hibachi, gas fired- grill, charcoal burner or other similar devices is prohibited on balconies or under any overhanging portion or as otherwise prohibited by local or state Fire Codes.
12. When walking on Common and Limited Common land, please respect unit owner's privacy and do not walk in close proximity to unit windows.
13. Gate security guards must be shown proper respect. Complaints or suggestions should be made in writing to the Board.
14. Violations of these rules should be reported in writing to the BRA office.

## **ARCHITECTURAL REVIEW AND AESTHETIC CONTROL**

1. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, change of exterior color, or other work which in any way alters the exterior appearance of any structure, residential unit or common area be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Master Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. (Dec. 6.1).
2. You must submit to the ARC two (2) complete sets of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the current appearance of any structure, dwelling unit or common area, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, decorative building, landscape device, object or other improvement, the construction or placement of which is proposed upon the Property. The ARC may require submission of samples of building materials proposed for use in any dwelling unit, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement. (Dec. 6.3 D).
3. All plans and specifications shall be evaluated as to harmony of external design and as to conformance with architectural criteria of the BRA. No ARC approval shall be required for improvements or alterations made on Common land or property as approved by the Board.
4. All applications to ARC must be submitted on the form approved by ARC and must include a copy of the property survey with the addition or alteration drawn to scale and in relation to existing dwellings, a detailed description of the improvement. Each request is to be submitted on a separate application.
5. All contractors performing the work must be licensed and insured with the BRA named as an additional insured on all relevant policies. The Member and contractor are jointly responsible for any damage caused by contractor to Common and Limited Common areas and property of other Members.
6. The owner of the unit will be responsible to obtain any and all permits required by city, county, state or federal governmental entities.
7. It is recommended that any exterior work on any unit, however minor, be reviewed with the BRA office to determine the ARC approval requirements.
8. A refundable deposit may be required to cover any repairs or cleanup costs borne by the BRA because of the work.
9. Interior alterations do not of themselves require approval, but any related exterior manifestations such as excessive noise, machinery, sanitation devices or dumpsters must be approved in advance by the Board.



10. ARC may approve or disapprove, provided that a project falls with the Architectural Planning Criteria pre-approved by the Board, any improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property, and which is visible from outside of any dwelling unit. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors within thirty (30) days of the decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. (Dec. 6.3 C).
11. Only ARC approved hurricane/storm shutters maybe installed. All such shutters shall remain up only during the hurricane season from June 1 to December 1. Owners leaving for the summer before June 1 may install such shutters in May. Other protection is permitted only during hurricane watches, hurricane warnings and hurricanes.
12. Detailed ARC Rules and Regulations and Application forms are available from the BRA office. Other restrictions may also be included in the Governing Documents. The Member is responsible for knowing and abiding by these, and will be required to reverse or correct noncompliant or unauthorized work.

## **CLUBHOUSE**

1. Hours of operation for services and facilities are set by the Board according to seasonal demand and other considerations. The usual hours of operation are Monday through Friday from 8:00 a.m. to 4:00 p.m.
2. The Clubhouse facilities are not to be used for pool picnics or by those in wet bathing suits.
3. The use of the Clubhouse for private functions is restricted to Members and Tenants who have a lease of at least 90 days only. Requests for private functions must be addressed to the Board. Use of the Pool and Spa are not included with the reservation.
4. If the Clubhouse is to be reserved for a function to include minors, there must be adult supervision at all times.
5. The private function must end and the Clubhouse vacated by 11:00 p.m. unless otherwise approved by the Board.
6. Under no circumstances may the Clubhouse be used for commercial purposes or for the benefit of any outside agency without Board approval.
7. Clubs and Committees officially recognized by the Board have priority of use over private functions if such Club or Committee reserves the Clubhouse at least 90 days in advance.
8. The user reserving the Club must a) remove any decorations added to the Clubhouse; b) remove all trash and food; c) remove any contents placed in the refrigerator, freezer or stove; d) restore all furniture to its original location; and e) clean and leave no damage to BRA property.
9. In order to reserve the Clubhouse, you must complete the reservation form available at the BRA office. A \$200.00 deposit is required in advance to reserve the Clubhouse. Fifty percent of the deposit will be retained for the Clubhouse Maintenance Fund. The remaining fifty percent will be refunded five days after the event if no damage has occurred and no clean up is required. However, the withholding of this portion of the deposit will not release the member from full responsibility for the cost of repairs or cleaning in excess of the \$100.00 withheld.
10. In event of conditions beyond the control of the Board, including but not limited to, an Act of God, power failure, severe weather conditions or any other event that renders the Clubhouse unusable or potentially unsafe, the Board reserves the right to cancel the event and neither the Board or its employees or agents shall be liable for any losses arising from such cancellation incurred by the Member or resident who reserved the event.
11. The Security Guard must be notified at the conclusion of the event so the Clubhouse may be secured and lights and air conditioning turned off.

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12. A Member's signature on the application to reserve the Clubhouse will confirm acceptance of these rules and regulations.
13. Damages caused by Members, guests or tenants are the Member's responsibility.
14. Smoking is prohibited inside the clubhouse at all times.
15. Cellular telephones brought into the clubhouse must be set on the vibrate mode. Calls should be taken or made outside and must not disturb others.
16. The office copy machine, printer, facsimile machine, computers and telephones are for BRA use only. Only BRA staff may operate this equipment. The Board may impose fees on Members, guests and tenants for making copies, sending facsimiles and any other use of this equipment.
17. Games and other activities are permitted at the times and locations determined by the Board.
18. Pets other than service animals are not permitted in the clubhouse, on the tennis or bocce courts, or in the pool area.
19. Automobiles must be parked in designated areas. The maximum time allotment a vehicle can remain in the parking lot is 48 continuous hours in any 30 day period. Vehicles left in the lot for more than the 48 continuous hours at one time in a 30 day period will be towed at the vehicle owner's expense.
20. Bicycles must be parked in the racks provided and should be locked. Bicycles are not allowed inside the Clubhouse or in front of the doors.
21. The BRA assumes no responsibility or liability for the loss or theft of vehicles, bicycles or personal articles.
22. The use of rollerblades, skateboards, scooters and motorized toys is not permitted on the clubhouse parking lot and sidewalks, the tennis or bocce courts, the pool area and the parking lot.
23. Abuse of the Clubhouse amenities may constitute grounds for immediate restriction of the use of the facilities. At no time can any Member, tenant, family member or guest cause a nuisance or disturb the peace, quiet, comfort, safety or security of other occupants or surrounding property. No illegal, noxious or offensive activity shall be conducted at any time that may reduce the enjoyment of the Clubhouse. Members are liable for the cost of repair resulting from damage caused directly or indirectly by themselves, tenants, family members or guests to any amenities of the Clubhouse. The Board has the right to suspend the use privileges of any Member for violations of these Rules. If any Member, tenant, family member or guest engages in any offensive or abusive behavior, including intoxication, the responsible Member, tenant, guest or family member may be asked to leave the premises.

## **FITNESS ROOM**

1. The equipment has been selected to provide limited cardiovascular exercise and strength training for most people in reasonably good health. **Before proceeding with any type of exercise program, you should consult with a physician.**
2. For all medical emergencies call 911. First aid supplies and an automatic external defibrillator are located at the Guard House.
3. Fitness Room hours are from dawn to 10:00 p.m. daily including weekends and holidays.
4. The Fitness Room may be used by Members and houseguests. Children age 15 and under must be accompanied by a parent or adult guardian.
5. Read and comply with all instructions on the machines and posted on the walls. Users are encouraged to follow a recommended program for fitness training.
6. When others are waiting to use Fitness Room equipment, workout time should be limited to 30 minutes.
7. Shirts and athletic shoes must be worn. Sandals are not permitted.
8. Food is not permitted in the Fitness Room.
9. Users must wipe the equipment down after each use with the solution provided.
10. If you are the last person leaving the room, please turn off the lights and television.
11. Equipment malfunctions must be reported to the BRA office. Do not attempt repairs.
12. Accidents and injuries, however minor, must be reported to the BRA office.
13. Violation of any of these Rules may result in the Board suspending your right to use the Fitness Room.

## **POOL AND SPA**

1. **NO LIFE GUARDS ARE PROVIDED AND YOU USE THE POOL AND SPA AT YOUR OWN RISK.**
2. **NO DIVING OR JUMPING INTO THE POOL OR SPA IS PERMITTED.**
3. The Pool and Spa hours are open from dawn to dusk. The Board may close the Pool and Spa for any reason.
4. Food, beverages, glass containers and animals are prohibited anywhere within the fenced in area of the Pool and Spa.
5. The maximum capacity in the pool is limited to twenty-one (21) persons and the maximum capacity in the spa is seven (7) persons.
6. The maximum water temperature in the Spa is 104 degrees Fahrenheit.
7. Everyone must shower before entering the Pool or Spa and again if reentering the Pool or Spa after applying a sunscreen.
8. The maximum time you may spend in the Spa is fifteen (15) minutes.
9. Children under the age of twelve (12) must have adult supervision while in the Pool or Spa.
10. Pregnant woman, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use the Spa without first consulting a doctor.
11. Do not drink water from the Pool or Spa.
12. The BRA and its Board assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of, or in connection with, the use of the Pool, Spa and/or Pool or Spa area. Persons using the Pool and Spa agree not to hold the BRA and its Board liable for actions occurring within the Pool and Spa area.
13. The use of the Pool and Spa is restricted to Members, registered tenants and invited guests.
14. It is recommended that no one swim alone and that you always have another swimmer present when using the Pool and Spa.
15. Proper bathing attire is required.
16. A beach towel must be placed on chairs and lounges to protect them from damage from sun tan lotion stains.

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17. You must remain at the Pool or Spa when reserving furniture with towels or other personal items.
18. Diapered children must wear rubber protective pants while in the Pool or Spa.
19. Posted rules must be obeyed.
20. Nothing may be taken into the Pool or Spa that might pollute the water or be hazardous to swimmers.
21. No floats, rafts or aquatic toys are permitted in the Pool or Spa. Floatation assistance devices are permitted.
22. Trash must be disposed of in containers provided.
23. Smoking is not permitted on the pool deck.
24. No bicycles, skateboards, roller blades, scooters or similar objects are permitted on the pool deck or pool access walk.
25. No extension cords or electrical equipment of any kind shall be used around the Pool or Spa area other than battery powered radios or telephones.
26. Radios, "boom boxes", stereos and similar equipment may be used only with ear phones or at low volume so as not to offend others.
27. Cellular phones brought into the Pool area must be set on the vibrate mode. Calls should be taken or made outside of the Pool area so as not to disturb others.
28. Horseplay, running, pushing, wrestling, foul language and excessive noise are not permitted.
29. Towels and other belongings must be removed from the Pool area when you leave.
30. When leaving the Pool area, you must place all trash in the containers provided and return all chairs and tables to their original locations. To avoid damage to umbrellas during unexpected wind gusts after you leave the Pool, you must close and secure all umbrellas that you have opened.
31. Accidents and injuries, however minor, must be reported in writing to the BRA office.
32. Any violation of these Rules may result in the Board suspending your right to use the Pool or Spa.

## TENNIS COURTS

1. Courts are open from 8:00 AM to noon and 2:00 PM to 10:00 PM. The sprinklers are run at noon and at midnight. Courts Number 3 and Number 4 are lighted and available till 10:00 PM. The light controls for the courts are located between courts 4 and 5. Up to one hour of lighted time can be selected for each court. Please dial back the timers to turn off the lights as you leave the courts. Up to six courts may be closed by the Tennis Director no more than one time per month for tournaments for Beachwalk Residents only. The Tennis Director may close up to four courts periodically for other practices or matches, which must be scheduled for after 11:15 AM.
2. Courts are not to be used when they are wet or under repair or maintenance. Play under these conditions may cause serious damage to the courts or injury to players. Normal maintenance is scheduled before 8:00 AM and between noon and 2:00 PM.
3. Proper tennis attire is required at all times; no cut-offs or tank tops. Shirts and regulation court tennis shoes are required. Rough surfaced running and other shoes are not permitted.
4. Normal tennis etiquette is expected from all players. Inappropriate conduct or profanity will not be tolerated.
5. Children under the age of ten (10) must be under the direct supervision of an adult at all times.
6. Non-resident guests (persons not staying at Beachwalk) may play at Beachwalk only once per week and must be accompanied on the court by the host resident (up to 3 guests for each host).
7. Resident guests are accorded the same privileges as residents and therefore assume the same responsibility regarding the tennis rules and regulations.
8. No notices shall be placed on the tennis bulletin board without the permission of the Tennis Director.
9. Skate boards, bicycles and other wheeled vehicles may not be brought on the courts. Baseball and basketball may not be played on the tennis courts.
10. Reservations: The purpose of the reservation program is to maximize the fair use of the courts as the courts become crowded in season.
  - a. Reservations may be made in person not more than 2 days in advance; (e.g. on Wednesday morning at 12:00 AM, a court may be reserved for Friday). The sign up sheet (on the tennis bulletin board between courts 2 and 3) must have member's name and phone number.

- b. A court reservation is forfeited if not utilized by ten minutes past the scheduled starting time.
  - c. Court reservations are limited to 1 1/2 hours. From 8:00 AM to 8:00 PM and one hour from 8:00 PM to 10:00 PM. This applies to singles and doubles.
  - d. A player may reserve a court in advance for only one time period per day. If on completion of this period of play, if there are courts available, the player may sign up again for the court for that same day's play.
11. Round Robin (A) has been assigned to courts 1, 2 and 3 for three hours (8:00 AM to 11:00 AM) Monday through Saturday all year long. Round Robin (B) has been assigned to courts 4 and 5 for one and one-half hours (8:00 AM to 9:30 AM) Monday through Friday all year long.
  12. Accidents and injuries, however minor, must be reported in writing to the BRA office.
  13. Any violation of these Rules may result in the Board suspending your right to use the Tennis Courts.



## LAKES & WATER RETENTION AREAS

1. **Wildlife may be present and all who use or go near the Lakes and Water Retention Areas do so at their own risk. Exceptional danger should be reported immediately to the BRA office.**
2. Swimming, wading and bathing are prohibited in the Lakes and Water Retention Areas. All other uses of the Lakes and Water Retention Areas shall be regulated by the Board. (Dec.7.10).
3. Children under the age of 16 must be supervised by an adult when within 15 feet of a Lake or Water Retention Area.
4. No boats, except for authorized maintenance, are permitted on the Lakes.
5. Small remote controlled boats are permitted but must not be operated in close proximity to the fountains.
6. Fishing by residents and accompanied guests are permitted on the Lakes.
7. Fishing is catch-and-release only.
8. Trash, solvents, waste and horticultural products of any kind must not be deposited into the Lakes or Water Retention Areas.
9. No activity shall be permitted on or around the Lakes which may become an annoyance or nuisance to adjacent property owners. The Board's determination whether any activity constitutes an annoyance or nuisance shall be final.

## **LANDSCAPING, SPRINKLERS & OTHER MAINTENANCE**

1. All requests for Landscaping, Sprinkler and other Maintenance must be made in writing on the forms available in the BRA office. Oral requests to BRA employees, our maintenance contractors and staff are prohibited.
2. All Residents must comply with all Federal, State and Local governmental water conservation and other environmental restrictions including but not limited to water restrictions issued by the South Florida Water Management District.
3. Plantings and maintenance in the Atrium/Court yards of Homes and Villas are the responsibility of the Owner and do not require BRA approval. The BRA maintains the sprinkler system or like kind replacement thereof in the Atrium/Court yard. All other modified sprinkler systems shall be maintained at the Owner's expense.
4. One foot of land surrounding each Home, Garage and Villa is the responsibility of the Home or Villa Owner. In these areas, where the developer did not plant shrubs, such as around Lanais, the Owner is responsible for care of the one foot section. Any mulch added by an Owner must be of the same type and color as applied by the BRA landscape contractor or as authorized by the Landscaping Committee,
5. Flowers may be planted and maintained by Owners around Homes, Garages and Villas provided they do not interfere with lawn cuttings.
6. No plants, trees or shrubs may be planted on or around privacy fences without Landscaping Committee approval. The Owner planting such plant, tree or shrub is responsible for maintaining the plant, tree or shrub to insure that any such plant, tree or shrub does not grow over or around to another Owner's side of the privacy fence. Such Owner is also responsible for removing any such planting during scheduled routine fence maintenance. No Owner shall use any nails, screws or other devices to attach or support any plant, tree or shrub to the privacy fence.
7. Planting of fruit trees in Common and Limited Common areas is prohibited.
8. No landscaping, including the planting of shrubs or trees, by Owners, either replacement or new, on Common or Limited Common Areas (except in Atrium/Court Yards), is permitted without BRA approval. If approved by the BRA, such landscaping, plants or shrubs shall be planted and maintained by the BRA approved landscaper at the Owner's expense. Landscaping, trees or shrubs planted in these areas by Owners without BRA approval are subject to removal by the BRA.
9. Except within an owner's own Atrium/Court Yard, no owner shall trim, prune, cut, remove or damage any landscaping, tree or shrub located on the Common Areas or Limited Common Areas.
10. No Owner shall plant any invasive plant listed on the Invasive Plant List published by the Florida Exotic Pest Plant Council ([www.fleppc.org](http://www.fleppc.org)) or any state or federal agency.

## **BOCCE COURT**

11. When playing Bocce, an adult must supervise minors less than 14 years of age.
12. Bocce requires proper footwear such as flat shoes, sneakers, docksiders, etc. Open toed shoes, sandals or shoes with heels are not permitted. A dropped Bocce can break your toe.
13. Players are expected to lightly rake Bocce ball marks and brush the court when play is completed.
14. Shoe soles must be brushed and cleaned or shoes changed before entering the Clubhouse since any clay content left on shoes can damage floors, carpets and cut into mats.
15. Any violation of these Rules may result in the Board suspending your right to use the Bocce Courts.

## SALES AND LEASES

1. In keeping with the interest to develop a stable residential community and prevent a motel like atmosphere, no Member shall be permitted to rent or lease out a portion of any residence for a period of less than thirty (30) days. All lessees must be a natural person. No subleasing or assignment of lease rights is permitted. A Single Family Lot Owner may lease only his entire Single Family Lot. All rental or lease agreement must be in writing. (Dec. 10). The Member must register the tenants and the lease with the BRA or a Board Member on the Board's approved form accompanied by an administrative fee in the amount of \$100.00 for BGCA and \$100 for BRA owners. No such fee shall be charged in connection with the extension or renewal of a lease. Violation of this paragraph may be enjoined by an action instituted by the Board in any court having jurisdiction of this cause.
2. All leases must be in writing and contain a provision that the Lessee or Renter has received a copy of the Governing Documents and these Rules and agrees to comply with them. Such provision will not relieve the Member of any responsibility should the Lessee or Renter violate any of these Rules. Should the Lessee violate any Rule, the Board may assess a fine against the Member of \$100.00 per day for each Rule violation in addition to all other remedies available by law.
3. Any failure by the Lessee or Tenant under any lease agreement to comply with the Governing Documents or Rules shall be a material default breach of the Lease Agreement.
4. Members must notify the BRA office when allowing a non-Member to use their residence in their absence. The notice must provide the dates the residence will be used, the identity of the residents and the family relationship to the Member if any.
5. The Board shall be notified in writing of any transfer of ownership of a residence. Said notice must be on the approved Board form, which shall include the name and permanent address of the transferee(s), and the address of the residence. An administrative fee in the amount of \$100.00 shall accompany said notice for both BGCA and BRA. The Board shall not be obligated to issue a parking decal or to allow access to the properties until the above-described notice is given and the administrative fee paid.

## **OPEN HOUSE AND FOR SALE/RENT SIGNS**

“Open House” sales are not permitted in Beachwalk. All sales activities shall be by appointment only. The prospective buyers must be met at the Gate House or Club House parking lot by the seller or seller’s licensed Real Estate Broker who must personally accompany the prospective buyer to and from the unit. Prospective buyers and others accompanying them must not be allowed to drive or walk around Beachwalk without being accompanied by the seller or seller’s licensed Real Estate Agent.

No person shall post or display “For Sale” or “For Rent” or other similar signs anywhere within Beachwalk including within automobiles or other property. (Dec. 7.5) except that Members may post a “for sale” or “for rent” notice, for their units only, on a 3”x 5” card or smaller only on the Community Bulletin Board located at the Pool. The card must contain the unit address and the owner’s name (or that of their licensed broker), address, telephone number and email address if available. It is the unit owner’s responsibility to provide the card and updates to the BRA office . At the unit owner’s request, BRA staff will place and remove the card. BRA staff are not authorized to make any changes to the cards. No other advertising shall be posted, including but not limited to, sale of personal property, real estate for sale or rent outside of Beachwalk and other commercial advertisement.

## **PROCEDURE FOR FINES AND SUSPENSION**

### **NOTICE**

The party against whom a fine or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than (14) days, and the notice shall include : 1) a statement of the date, time and place of the hearing; 2) a specific designation of the provisions of the Florida Statutes, the Governing Documents or rules which are alleged to have been violated; 3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and 4) the possible amounts of any proposed fine and/or possible use rights of Common Areas or facilities suspended. (By Laws 8.1 A). The fine shall not exceed \$100.00 per violation nor \$1,000.00 in the aggregate or such higher amount as may be permitted under Florida law.

### **HEARING**

At the hearing the party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Board. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors, officers or who are employees of the association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same. (By Laws 8.1 B).

### **CORRECTION OF HEALTH AND SAFETY ISSUES**

Any violations of the Rules which creates conditions of the property which are deemed by the Board to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Board, and the cost thereof shall be charged to the residential unit owner. (By Laws 8.2).