

# **Beachwalk of Vero Beach Condominium Association, Inc.**

## **RULES AND REGULATIONS**

**Amended and approved by the Board of Directors  
On January 29, 2016\***

**These Rules and Regulations supersede all previously existing  
Rules and Regulations of the Association**

Pursuant to the authority vested in the Board of Directors of Beachwalk of Vero Beach Condominium Association, Inc., the following Rules and Regulations of the Association have been adopted. The defined terms used herein, unless expressly defined herein, shall have the same meaning as ascribed to them in the Association's Declaration of Condominium.

### **Section 1. Enforcement.**

Every Owner and occupant shall comply with the Rules and Regulations set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration of Condominium, Bylaws and Articles of Incorporation of the Association ("Articles of Incorporation"), as amended from time to time. All violations of these Rules and Regulations shall be reported immediately to the professional management company engaged by the Association (the "Manager"). Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these Rules and Regulations, shall be presented to and determined by the Board of Directors, whose interpretation of these Rules and Regulations and whose remedial action shall be final. In the event that any person, firm or entity subject to these Rules and Regulations fails to abide by them, as they are interpreted by the Board of Directors, such party shall be liable to be fined by the Association for each such failure to comply or other violation of these Rules and Regulations. The Association shall give notice to such party of the alleged violation and shall afford the party an opportunity for a hearing before a committee, consisting of at least 3 other Owners appointed by the Board of Directors. Such notice shall contain: (a) a statement of the date, time and place of the hearing, which date shall be at least fourteen (14) days after delivery of the notice; (b) a statement of the provisions of the Declaration, Articles, Bylaws or these Rules and Regulations which have allegedly been violated; and (c) a statement of the matters asserted by the Association. If the Board of Directors deems it necessary, it may bring an action at law or in equity, or through arbitration in the name of the Association, to enforce these Rules and Regulations, including the provision herein for fines. The Association shall in addition be entitled to recover its costs and attorneys' fees incurred in enforcing these Rules and Regulations.

**Section 2. Use of the Common Elements.**

(a) The Common Elements of the Condominium are for the exclusive use of the Owners and their immediate families, lessees, and guests accompanied by an Owner and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied by an Owner or his or her immediate family, without the prior written consent or the authorization of the Board of Directors.

(b) This was a duplication of Section 5 (e) and has been deleted.

(b) Skateboarding, roller skating, ball games (other than tennis on the court) and bicycling are not permitted in or on the courtyard, tennis court or parking garage, with the exception of bicycles entering or exiting the garage or a gate to the premises.

**Section 3. Payment Policy.**

The Association has a written procedure for collecting all fees, assessments and fines that are owed by Owners, administered by the Manager.

**Section 4. Unit Alterations and Improvements.**

(a) ARTICLE 14 of the Association's Declaration of Condominium, titled "Alterations & Improvements," states that "the Association is responsible for reviewing and approving all plans and specifications for alterations, modifications and improvements of existing buildings on the Condominium Property. The Association and every person or entity who acquires title to a Unit further acknowledges that no improvements, modifications, alterations or changes may be made, in any manner to the Units, the Limited Common Elements or any Common Elements on the Condominium Property subject to this Declaration without the prior written approval of the Association, which approval or disapproval shall be final."

(b) Each Owner is obligated to notify the Board of Directors in writing and obtain written approval of plans for ANY alteration, modification, improvement or other change within such Owner's Unit that (i) may affect the health or safety of other Owners, or (ii) will require a permit from local, state or federal authorities, or (iii) will involve an item for which the Board of Directors has established a uniform standard, or (iv) will involve any structural or architectural modification, or (v) where the cost of such project will exceed \$500. Notwithstanding the foregoing, Owners are not required to obtain approval of wallpapering of interior walls and painting of interior walls, ceilings, or wood trim with standard kinds or types of paint.

(c) As with other rules violations, failure to comply with these requirements may result in fines being imposed by the Board, which may also pursue all other remedies permitted by Florida law.

## **Section 5. Leases/Rentals/Guests.**

(a) An Owner may rent/lease his or her Unit, subject to compliance with Section 10.5 of Beachwalk's Declaration of Condominium and this Section 5. The minimum rental/lease period is thirty continuous days. Normal two person per bedroom rules apply, without exception. All rentals or leases are subject to and contingent upon approval by the Board of Directors following the submission of the Association's standard application for approval of lease ("the rental application"), completion of requisite background check(s), and payment of the rental/lease fee of \$100 plus the cost of the background check(s). Owners are responsible for notifying the Manager of their intention to rent or lease their Unit by submitting a Rental Application, the form for which is available from the Manager or on the Beachwalk Website. Owners using a Rental Agent still have the responsibility to insure that the Manager has received the Rental Application along with the required rental/lease fee. The Board of Directors may take up to 15 days to approve or disapprove a lease application, therefore the application must *arrive* in the Manager's office at least thirty (30) days in advance of proposed occupancy. Failure to comply with this deadline may result in a fine.

(b) Owners renting or leasing their Unit are obligated to provide a copy of these Rules and Regulations, together with a current copy of Beachwalk's "Frequently Asked Questions for Renters", to the renter/lessee. Nevertheless, the Owner will remain responsible for infractions by such renter/lessee of these Rules and Regulations.

(c) As provided in Section 10.5 of the Declaration of Condominium, no rental application shall be approved and no tenant shall be permitted to occupy a Unit while the Owner is in arrears in the payment of any Assessment or Special Assessment, including interest thereon; provided, however, that such occupancy will be permitted if the tenant and Owner agree in writing that the tenant is obligated to pay, and does pay, directly to the Association c/o Manager all rent due for such occupancy to be applied against such unpaid Assessment(s) and Special Assessment(s) until such deficiency is fully satisfied.

(d) All leases or rental agreements between the owner and the tenant must incorporate by reference a provision that the Association has the right to terminate the lease or rental arrangement promptly upon default by the tenant in observing any of the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws, or these Rules and Regulations.

(e) Owners shall notify the Manager, by written notice in advance, of the arrival and departure of guests other than Family Members who have permission to use the Unit free of any rental or other fee in the Owner's absence. Family members are defined as spouse, parents, siblings, children and their spouses, and grandchildren. Forms for such notification are available in the clubhouse, from the Manager and on the Beachwalk Website.

**Section 6. Noise.**

No Owner shall make or permit to be made by that Owner's family, guests, servants, pets, employees, agents, visitors, or lessees, any disturbing noises on the Condominium Property, or engage in or permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, or operate or permit to be operated a sound-making device in his or her Unit, in such a manner as to disturb or annoy other residents. No Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time that disturbs other residents. No electronic installation may be permitted in any Unit that interferes with the television, radio or Internet reception of another Unit.

**Section 7. Pets.**

(a) No animals of any kind shall be kept in a Unit or allowed upon the Condominium Property except in compliance with the Declaration of Condominium and the provisions of this Section 7. All pets brought to Beachwalk by their Owners for the first time after June 17, 2011 are required to be registered with the Board of Directors on a form approved by the Board, providing information as to age, breed/type, name, size, registration documentation (if applicable), vaccination history, and other germane data. The registration shall apply only to that certain pet which is described in the registration and shall automatically expire upon the death or other disposition of the pet.

(b) In accordance with the Declaration of Condominium, each unit shall be limited to one household pet, regardless of the number of joint owners of that unit. Renters/lessees and all other guests (including Family Members) are not permitted to bring any pet on the Condominium Property.

(c) Unit Owners must pick up all solid wastes on Beachwalk Condominium property (this includes small pets), clean up urine/other accidents on walkways, stairwells, elevators and other Common Elements and dispose of such wastes appropriately.

(d) All pets (including cats) must be leashed at all times when outside a Unit, and restrained and in the company of a person who is willing and able to fully control the pet at all times when on or about the Condominium Property. Pets are not allowed on the "inside grounds," i.e. the courtyard, recreational areas and clubhouse.

(e) Pets may not be kept on balcony areas when the Owner(s) are not in the Unit.

(f) Violation of the provisions of this section shall entitle the Association to all of its rights and remedies provided herein, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be immediately and permanently removed from the Condominium Property.

### **Section 8. Swimming Pool and Spa.**

(a) All persons must obey the rules posted in the pool and spa area, in conformity with state law, when using the pool and spa. USE OF THE POOL AND SPA IS ALWAYS AT THE RISK OF THE USER, AND THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR SUCH USE. No lifeguards are in attendance. The pool and spa are open from dawn to dusk, and use at other times is strictly prohibited. Children under 12 years of age must be supervised by an adult while in the pool/spa area.

(b) Individuals who normally wear diapers are not permitted in the pool or spa unless they are wearing waterproof garments. Individuals using the beach must remove sand before entering the pool or spa. A poolside shower is provided for use before entering the pool or spa.

(c) No oversized floats, surfboards, boogie boards, chairs, rafts, scuba equipment or hard and sharp toys are allowed in the pool or spa. Small flotation devices and noodles are acceptable. Furniture is not to be removed from the pool area. Pool gates must be closed and locked when entering or leaving the pool area. Beverages in non-breakable containers are permitted in the outer deck area but not within 4-feet of the pool edge. Food and beverages are permitted in the three alcoves, subject to those areas being kept clean.

### **Section 9. Tennis Courts.**

Rules relating to the use of the tennis court are standard. Appropriate tennis attire is required along with soft-soled tennis shoes. A court signup sheet is available in the clubhouse.

### **Section 10. Recreation/Common Areas.**

Residents and guests are required to wear footwear and shirts or cover-ups in elevators, walkways and clubhouse.

### **Section 11. Supervision of Children.**

Children are the responsibility of their parents or guardians, including full supervision while they are within the Condominium Property. Children under 12 years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities (other than Exercise Room equipment) at Beachwalk. Exercise Room equipment is used at the risk of the user; the Association assumes no

responsibility for such use; and no one under age 18 is permitted to use ANY equipment in this room or in the tool room.

**Section 12. Smoking.**

Smoking is prohibited in the elevators, stairwells, garage and walkways of the building. Smoking is further prohibited anywhere in the clubhouse, including the Exercise Room, grill area, rest rooms, tennis court, and the pool/deck area.

**Section 13. Doors/Gates.**

All exterior doors and gates to common areas, including the overhead garage doors securing the parking garage, shall be closed and locked at all times, unless prior arrangements for specific purposes have been made with the Manager's maintenance staff person. (772-234-6771) For the safety of all residents, do not open any door or gate for anyone you do not know, or give out the entrance code to people who are not residing at Beachwalk.

**Section 14. Deliveries.**

(a) Deliveries of large or heavy items are permitted Monday through Saturday between 8 a.m. and 7 p.m., excluding holidays. Deliveries are to be made only through the Main entrance to the building or by prior arrangement with the Manager's maintenance staff person via the garage doors.

(b) The resident (or someone engaged by the resident) receiving the delivery must meet the delivery personnel at the Main entrance or other entrance used. The maintenance staff person is not available for such duty during working hours.

(c) The maintenance staff person (772-234-6771) must be called in advance regarding anticipated deliveries. Either the elevator or the item(s) delivered must be padded. Large empty crates and cartons are to be broken down and, together with packing materials, taken to the dumpster in the visitor parking lot. Smaller cartons can be flattened and placed in recycling.

**Section 15. Moving In or Out.**

(a) Moving in or out of Beachwalk is permitted between the hours of 8 a.m. and 7 p.m. Monday through Saturday. The Manager's maintenance staff person must be notified in advance. (772-234-6771) Items shall be moved only via the Main entrance, unless prior arrangements have been made with the Manager's maintenance staff person.

(b) Either the elevator or items being moved must be padded.

**Section 16. Grills.**

(a) Grills on the south and north side of the clubhouse must be cleaned after each use. The entire area around the grills must be kept clean. Supplies are located in the clubhouse kitchen.

(b) Gas shut-off timers are installed for each set of grills on the tennis court side, near the ground, to promote safe use.

(c) Do not replace metal hoods on grills until lava briquettes are cold.

**Section 17. Storage of Personal Property.**

(a) The sidewalks, driveways, parking spaces, lawns, entrances, passages, walkways, vestibules, and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from Condominium Property except as provided in Section 24(a). The above said areas may not be used for personal storage.

(b) The personal property of Owners must be stored in their respective Units, designated cage in the storage room on the floor on which they reside, or other area expressly permitted by these Rules and Regulations. Owners must label, with their name and unit number, all items in storage that are not in their designated cages. The Association shall have the authority from time to time to dispose of unmarked and unclaimed items that are not in designated cages upon thirty (30) days' notice to all Owners. Renters or lessees may use their landlord's designated cage in the storage room with the express permission of the landlord, but may not store items in the open area in the storage rooms.

(c) An Owner may not (i) store items in any storage room other than the room located on the floor on which such Owner resides, (ii) store items so as to obstruct to any degree the passageways indicated for fire safety, (iii) store any items on top of the cages, or (iv) store any materials that are deemed by local fire rules to be a fire hazard. Bicycles in the storage room must be labeled with the Owner's name and unit number and placed in the bicycle storage racks

(d) An Owner may store a grocery cart and up to two bicycles in the garage provided such items are kept in the space along the wall adjacent to a parking space assigned to such Owner. No other items may be stored in the garage.

(e) Risk of loss of any and all items stored by an Owner in any common area or limited common area shall be borne solely by the Owner.

**Section 18. Destruction/Damage to Common Property.**

There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. An Owner shall be held responsible for, and shall bear any expense for, such damage caused by such Owner, his or her family, guests, lessees or invitees. Such Owners also shall be responsible for, and shall bear any expense for, any damage caused by moving in or moving out of furnishings or other objects or by other deliveries to or from Unit.

**Section 19. Hurricane/Emergency Precautions.**

(a) THE ASSOCIATION HAS NO OBLIGATION TO NOTIFY AN OWNER OF ANY EMERGENCY OR DANGER AND ASSUMES NO RESPONSIBILITY FOR FAILURE TO PROVIDE SUCH NOTIFICATION. Beachwalk does, however, maintain an Emergency Calling Tree and updates the same once per year in the Spring whereby Owners can be notified by telephone of any emergency or impending danger to Units or Condominium Property. It is the Owner's responsibility to make known to the Manager accurate contact information should the Owner be away from previously listed telephone numbers.

(b) An Owner who plans to be absent during the hurricane season must (i) prepare his or her Unit for such season prior to departure, (ii) designate a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, (iii) furnish the Manager with the name(s) and contact information of such firm or individual and (iv) abide by written hurricane procedures established by the Association and the Manager. Such information is available from the Manager and on the Beachwalk section of the Manager's website.

(c) The Board of Directors encourages the use of hurricane shutters and has approved several kinds and vendors. The installation of hurricane shutters not approved by the Board of Directors is prohibited.

(d) All loose or movable items or belongings shall be removed from outside areas including balconies upon notice of an approaching hurricane or other inclement weather condition characterized by high winds. An exception is made for items enclosed and protected behind hurricane shutters in the closed position.

(e) The Association has the authority in emergencies to shut off elevators and declare Beachwalk closed and uninhabitable.

**Section 20. Balconies, Windows, Terraces and Doors.**

(a) No garbage cans, supplies, bottles or other similar articles shall be stored on the balconies, walkways, landings or other Common Elements. These items must be stored in areas designated by the Board of Directors.

(b) No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, railings, fences, or balconies. No Unit Owner shall permit anything to fall from a window or door of their Unit, or sweep or throw from their Unit any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.

(c) No cooking, including barbecuing, shall be permitted on any balcony.

(d) Owners shall be responsible for professional repairs of their respective Units and bear expense of any damage caused by items affixed or attached or hung, displayed or placed on the exterior walls, doors, balconies or windows of any portion Condominium Property. Placing items outside units must meet local fire code regulations. No modifications, construction, enclosures, or hurricane shutters shall be permitted on any balcony without the express written consent of the Board of Directors.

(e) No exterior lighting on any balcony other than the two approved light fixtures is permitted. Seasonal decorations and lighting may be added from Thanksgiving to January 6 of the following year.

(f) An Owner shall not block, seal or otherwise impede ingress to his or her Unit through any of the doors designated as emergency entryways.

(g) Personal property shall not be left outside units when no one is in residence.

(h) No radio, television or satellite dish antenna or the equivalent, or any wiring for any such purpose, may be installed on the exterior of any building or railings or on Condominium Property.

(i) No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass except such as may be approved from time to time by the Association.

(j) All balconies must be maintained in a neat, orderly condition. Awnings and table umbrellas are not permitted on balconies.

### **Section 21. Refuse/Recycling.**

(a) Garbage must be placed in tied plastic bags and deposited in the chute provided on each floor or brought to the dumpster in the Trash Room or in the visitor parking lot. Household garbage and trash is not to be deposited in the waste receptacles located at various places around the premises.

(b) The Association encourages recycling. All residents need to comply with recycling requirements of the City of Vero Beach concerning recyclable items brought to the Trash Room and placed in the containers labeled for paper or for plastic, glass and metal. No plastic bags or Styrofoam may be deposited in any recycling receptacle.

(c) Cardboard boxes must be broken down and flattened, and if large, cut into smaller pieces or taken to the dumpster in the visitor parking lot. Small cardboard, if flat, can be placed in the bin labeled paper.

**Section 22. Signs.**

No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, exterior wall, door or balcony without the prior express written consent of the Board of Directors

**Section 23. Keys.**

The Association shall maintain a key to each Unit. No member shall change existing locks or install additional locks unless duplicate keys are provided to the Association.

**Section 24. Vehicles & Parking.**

(a) Except as provided in Section 24(d), no vehicle shall be parked so as to impede ingress to or egress from other parking spaces, driveways, roads, or building entryways. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator.

(b) Garage spaces are assigned to particular Units and may be used only by occupants of or visitors to that Unit. Visitors may also park in visitor parking lot.

(c) No vehicle that cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours.

(d) No commercial vehicles, including without limitation vehicles with lettering or signage on the vehicle, shall be permitted to be parked or to be stored at any place on the Condominium Property. This prohibition of parking shall not apply to temporary parking of commercial vehicles providing pickup, delivery and other temporary commercial services to the Association or an Owner, provided such temporary parking is not overnight. In no event, however, may a commercial vehicle be parked alongside the entryway to the eastern garage entrance for any purpose other than the unloading of tools and materials, and in any case for no longer than two hours.

(e) Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, vacuumed, polished and/or waxed on the Condominium Property except in the specific areas of the visitor parking lot designated by the Board of Directors for such activity.

(f) Storage of personal items such as bicycles and grocery carts, are stored in the garage at the owner's own risk. No motorcycles may be driven into or parked in the garage.

(g) An Owner who will be receiving guests (including Family Members) who will be parking a vehicle in the Beachwalk parking lot overnight is required to provide such guest(s) with a Beachwalk Parking Pass which must be displayed on the dashboard of such car. Such cards have been furnished to all Owners and additional cards are available from the Manager or the Manager's maintenance staff person. Vehicles parked overnight in the Beachwalk parking lot and not identified by means of such cards are subject to being towed at the driver's expense.

**Section 25. Floors.**

Unit floors may be replaced with carpeting or by a hard surface, but hard surface flooring must be lined with a sound deafening material acceptable to the Board of Directors. The flooring provided at time of purchase for balconies may not be changed or altered in any manner without the prior express written consent of the Board of Directors.

**Section 26. Compliance with Documents.**

Every Owner, and every lessee, guest, visitor or invitee of an Owner, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, Articles of Incorporation, Bylaws and these Rules and Regulations.

**Section 27. Rule Changes.**

The Board of Directors reserves the right to amend or revoke these Rules and Regulations and to make such additional rules and regulations from time to time as in their opinion shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property, and to assure the comfort and convenience of Owners.

End

\*Originally adopted on March 31, 2005, and subsequently amended on November 9, 2007 and again on June 17, 2011.