

RULES AND REGULATIONS
BEAU RIVAGE CONDOMINIUM ASSOCIATION

NOTE: THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, MODIFY, AMEND OR ADD TO SUCH RULES AND REGULATIONS.

See Declaration Section 17 for further elaboration on Declaration provisions cited

1. Occupancy and Use Restrictions - 17.1 of the Declaration.

- Units may be used only as residences.
- No business, profession or trade may be conducted on any portion of the Condominium Property.
- Occupancy of a unit for more than one month without unit owner or family member present will be considered a lessee regardless of whether a lease exists or rent is paid.

2. Unit Leasing - 17.2

- Leases must comply with Section 17.2 of the Declaration of the Beau Rivage Condominium Association.
- Leases are subject to prior written approval by Management.
- All prospective tenants (short and long term) are subject to criminal background checks by management.
- The minimum lease term is one month.

Maximum number of persons (adults and/or children) in a leased unit is 2 per bedroom. Guests/Relatives staying in a unit without the owner present must register with Management. If a new tenant arrives after hours or on a weekend, they must register with management on the first business day following their arrival.

- Subleasing is prohibited.
- Unit Owners are responsible for fines assessed against their Tenants.
- Tenants must park in spaces assigned to unit owner.
- Tenants must register vehicle with Management and use a vehicle decal which should be placed on the front windshield or the driver's side window.

3. Children - 17.3

- Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these rules and regulations.

4. Pets - 17.4

- Two pets per unit (up to 25 pounds each), are permitted. Assistance animals in compliance with the Fair Housing Act are permitted.
- All pets must be registered with Management for Unit Owner/Tenant informational purposes.
- There is a yearly registration and pet fee required of all residents with pets as follows: One dog, \$20; two dogs, \$30. Said fees are payable by March 15 of each year.
- Unit Owners/Tenants must clean up after their pet(s) and discard solid waste in disposal stations located throughout the property.
- All pets must be kept on a leash, the length of which affords reasonable control, (or carried) at all times in common areas.
- No pet may be kept on the balconies, terraces or lanais when a resident or guest is not present.
- Non-compliance may result in a fine assessed against the tenant and/or owner of the property. Violent or unruly pets are not tolerated.
- See Pet Registration Form distributed annually to residents with pets.

5. Use of Common Elements and Association Property - 17.3

- Common elements and association property may be used for their intended purpose and for that which they are reasonable suited.
- Entranceways, passages, vestibules elevators, lobbies, halls and similar portions of the common elements shall be used only for ingress and egress.
- No storage of carts, bicycles, carriages, chairs, tables or other similar objects.

6. Nuisances - 17.6

- Storage of any property or thing creating an unclean, untidy condition or is visible from the outside is prohibited.
- No items which emit foul or obnoxious odors may be kept in units or common areas.
- Noise which may be considered a disturbance of the peace, the quiet, safety, comfort or serenity of any owner or that which is considered an unreasonable annoyance or nuisance to any owner is prohibited.
- Quiet hours are from 11:00 p.m. through 8:00 a.m.
- The Board of Directors has the right to determine that which constitutes a nuisance as defined in Section 17 of the Declaration.

7. Outside Items - 17.7

- No rubbish, garbage, refuse or trash may be kept, stored or allowed to accumulate on any portion of the property, except within designated trash receptacles.
- No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind may be hung, dried or aired from windows, doors, balconies, terraces or lanais.
- No equipment, materials or other items may be placed or stored on balconies, terraces or lanais.
- In the event of any doubt or dispute, the decision of the Board of Directors shall be final.

8. Firearms - 17.8

- Discharge of firearms and fireworks is prohibited.

9. Improper Uses - 17.9

- There is to be no improper, offensive, hazardous or unlawful use of the Condominium Property or any part thereof which is in violation of local, state and federal law as elaborated and defined in Section 17.9 of the Declaration.

10. Alterations - 17.10

- A unit owner cannot make changes to any portion of the property which alters its exterior appearance or which affects the structural, electrical, plumbing or mechanical systems of the building without written consent of the Association.
- Spas, hot tubs, whirlpools or similar improvements are not permitted on balconies, terraces or lanais.

11. Sound, Weight and Flooring Restrictions - 17.11

- Plans for alterations (wood, tile, etc.) must be submitted to Management for review and approval prior to the commencement of work. Weight may not exceed 50 lbs. per sq. ft. Sound coefficient rating of not less than 70 mm is required.

- Dates for installation must be provided at least 48 hours before work commences so that unit owners may be notified of potential noise.

12. Exterior Improvements - 17.12

- Nothing shall be affixed, hung or displayed on exterior walls, doors, balconies or windows without consent of Association.
- No painting or changes in exterior colors is permitted.

13. Signs - 17.13

- No sign, poster, display, billboard or other advertisement shall be displayed without written consent of the Association.

14. Lighting - 9.1

- All exterior lights and exterior electrical outlets must be approved in accordance with Section 9 of the Declaration.

15. Exterior Sculpture and Similar Items - 17.15

- Exterior sculpture, flags and similar items must be approved in accordance with Section 9.1 of the Declaration.
- A unit owner may respectfully display one portable, removable American flag.
- A unit owner may respectfully display a portable, removable official flags not larger than 4'6 x 6' that represents the US Army, Navy, Air Force, Marine Corps, or Coast Guard on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day.

16. Air Conditioning Units - 17.16

- No window or wall mounted air conditioning units may be installed.

17. Outside Installations - 17.17

- No radio station or shortwave operations of any kind are permitted.
- No exterior satellite dish, radio antenna, television antenna or similar apparatus may be erected or maintained, except as permitted by law or upon consent of the Association.

18. Play Equipment, Stroller, Etc. - 17.22

- Bicycles, tricycles, scooters, skateboards and other play equipment, baby strollers and similar items shall not be left in the hallways, common areas, balconies, terraces, or lanais.

19. Window and Door Treatments - 17.18

- No reflective film, tinting or window coverings.
- Curtains, drapes and other window coverings (including their linings) which face the exterior or are visible from the exterior of the building shall be white or off-white, unless otherwise approved by the Board of Directors.
- No unsightly materials may be placed on windows, doors that are visible from the exterior of the building

20. Hurricane Protection - 17.19

- No hurricane protection may installed other than hurricane shutters or other protection approved by the Association.
- Owners are responsible to take all necessary action to prepare their unit(s) upon issuance of an official hurricane warning, including removing objects from balconies, terraces, and lanais which are not secured or otherwise protected.

21. Unit Maintenance - 17.20

- Unit owners must undertake or designate a responsible firm or individual to undertake general maintenance responsibilities and safeguard the unit in preparation for hurricane or tropical storm watches and warnings.
- Designation of a firm or individual to perform required functions shall not relieve the Unit Owner of any responsibility.
- Names and addresses of such caretakers must be furnished to the Association.

22. Hazardous Substances - 17.21

- No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or common area, except those that are used for normal household purposes.

23. Parking and Prohibited Vehicles - 17.23

- Vehicles parked in another owner's assigned space, vendor parking, and/or handicapped parking without a tag may be towed at the Unit Owner's and/or Tenant's expense.
- Guests must register their cars at the Front Desk and obtain a guest parking pass for stays longer than 24 hours. For a social function with multiple guests, please contact the Front Desk at least 24 hours in advance to coordinate parking.
- Guest parking is available for guests only.
- No vehicle is permitted within the condominium property which leaks oil, brake fluid, transmission fluid or other fluids. Clean-up will be at owner's expense. Leaking vehicles that are not promptly repaired will be subject to cleanup and towing at the owner's expense.
- No person shall conduct repairs or restorations on any vehicle or race the engine of any vehicle on the condominium property.
- No more than one motorcycle or motor scooter may be parked in a single space, in a space with another vehicle, or between parking spaces.
- Assigned parking spaces may not be used for storage of unregistered vehicles, beach chairs, furniture, bicycles, tools, hazardous substances or any other items.
- Do not leave your vehicle parked at the front lobby entryway for any length of time. This area is for pickups and drop-offs and should not be used as a convenient parking spot.

24. Insurance Rates 17.24

- Nothing shall be done or kept which will increase the rate of insurance on any property insured by the Association without the approval of the Board.
- Nothing shall be done or kept in the units which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

25. Door Locks 17.25

- Any changes in door locks or hardware must be selected from the Association approved list. Unit owners must provide a key to the Association to be used in the performance of its functions. All unit keys must be keyed to the Association Master Key.

26. Employees of Unit Owners - In prior Rules and Regulations

- Domestic employees of unit owners/tenants are required to enter the building through the front door.
- Domestic employees may not use the recreational amenities, except in connection with their employment.

27. Association Employees - In prior Rules and Regulations

- Employees and contractors of the Association are not to be sent out by unit owners or tenants for personal errands. The Board of Directors, through its management company, shall be solely responsible for directing and supervising employees and contractors of the Association.

28. Documents - 17.26

- Owners are obligated to deliver the Declaration of Condominium, By-laws, and Rules and Regulations to the purchaser.
- If you do not have the original documents, copies are available for a fee.

29. Guest Suite 17.27

- The Guest Suite is available for rent for up to 7 days on a first come/first serve basis.
- Management will provide information regarding the procedures, forms and deposit amounts.
- The daily fee is \$75 for each of the first 3 days and \$60 for each day thereafter up to 7 days.
- All reservations, payments, and key transfers must be arranged with Management.
- No daily housekeeping service is provided.
- Bed linens, towels, toilet paper, tissue paper, paper towels are provided.

30. Tennis Court 17.28

- No more than 20 individuals are permitted to congregate on the rooftop court of the parking garage.

31. Mold Prevention - Detailed requirements are found in Section 17.29 of the Declaration.

32. Liability for Damage and Repairs - 7.6

- Unit owners are liable for any damage caused by them, their family members, tenants or guests.
- All leases shall be automatically deemed to include compliance by the tenant and be bound by the requirements of the Declaration and these rules.
- See Section 46 of these Rules and Regulations and Section 7 of the Declaration.

33. Move-Ins/Move-Outs (including large deliveries such as furniture, appliances and construction material)

- Move ins and move outs must be scheduled during business operating hours (8:00 a.m. to 4:30 p.m.) unless otherwise authorized and must be coordinated with Management. Failure to schedule a moving date and time with Management may result in denial.

- Movers /vendors must use Service Elevator only. Non-compliance may result in fines being assessed against the Unit Owner and/or Lessee.
- To avoid conflicts, large delivery vehicles, trucks and vans will be directed where to park.
- Movers must remove all cardboard, bubble wrap and Styrofoam from Association property.
- Unit owners must make arrangements for removal of old appliances, mattresses, plumbing fixtures, etc. from Association property at the time of and with delivery of new items.
- Unit Owners will be held responsible for any damage to common areas.
- Deliveries should not be scheduled to extend after 4:30 p.m. to ensure that staff is available to secure the doors, etc.
- All residents (including lessees as provided in Section 17.2 of the Declaration) will be charged a non-refundable fee of \$200 for each move in or move out to cover Beau Rivage administrative expenses. Any damages to the common areas of the Beau Rivage due to the move in or move out will incur additional charges to the owner or lessee.
- No move-ins or move-outs and no large deliveries requiring a delivery above the first floor are allowed on Sunday. Small Items delivered from Amazon, UPS, Fed Ex or similar entities must be delivered to the unit door. Only USPS deliveries may be left near the mail boxes.
- Vendors may be subject to an administration fee for deliveries.

34. Unit Sales (part)

- Open houses, signs and lock boxes are prohibited. See 7.13
- An authorized real estate agent must obtain and return the key from the Front Desk during business hours (8:00 a.m. to 4:30 p.m. Monday through Saturday) to show a unit.
- A list of all fees to be paid by buyers/sellers at closing is available from Management to owners and agents at time of listing.
- Owners may provide their agent with a key and/or access code to their unit.

35. Smoking - State/Federal Law

- Smoking in any form, including electronic smoking devices such as e-cigarettes, is not allowed in the common areas (including elevators, hallways, parking garage, swimming pool and other recreational areas).
- Smokers must use cigarette urns provided in designated smoking area(s) located outside on the property.

36. Quiet Hours

- 11:00 p.m. through 8:00 a.m. No parties, loud noises out on lanais, walkways, pool area, etc. Non-compliance may result in fines assessed against the tenant and/or owner of the property.

37. Pool and Spa Rules - In previously published rules

- No glass and/or ceramics allowed in pool area.
- No running, pushing, jumping, diving or dunking in pool or spa.
- No food in the pool area. All food must be kept in the upper level eating area where tables are located.
- No smoking (see above) or pets allowed.
- Pool facilities are for usage by residents and their guests only.
- Swimming is allowed from Sunrise to Sunset.
- No unruly behavior or offensive language.

- No external sound emitting devices are permitted except for organized aerobic classes.
- Any person who is incontinent or not fully toilet trained must wear appropriate waterproof clothing when entering or being carried into the pool.
- Any person not able to swim must be accompanied in the pool by someone who can swim.
- No dripping wet bathing suits or bare feet allowed in elevators or lobbies.
- Large flotation devices are prohibited.

38. Trash

- Garbage and Styrofoam must be bagged, tied tightly, and placed in trash chute located on each floor.
- All boxes must be broken down flat and put in appropriate dumpster located on the first floor of the parking garage. Please do not leave boxes at or near dumpster without breaking them down.
- Recyclables must be placed in appropriate dumpster located on the first floor of the parking garage.
- No trash or other items can be left in the stairwells, trash rooms, walkways, or balconies, terraces or lanais.

39. Bell Carts and Grocery Carts

- All carts must be returned immediately after use to the appropriate station located in the lobby adjacent to the elevators for use by all residents.
- Do not leave vehicles at front lobby entryway while bringing personal items to your unit. To keep the area available for others, you may unload your personal items onto the carts and leave them in the lobby while you park your car before returning to your unit.
- Carts are not to be used for construction items, commercial companies, or repair services.

40. Grills - 17.21

- No gas, propane, electric or charcoal grills, or fire pits are allowed on balconies, terraces or lanais in accordance with Florida law.
- There are two community gas grills located outside the spa area gate. Please remember to turn off the gas and clean grill(s) after each use. A key is required to access the grills and can be obtained at the Front Desk.

41. Tele-Entry - previously published rules

- Local telephone number(s) which are provided to Management will be added into Tele-entry system. Your guests, vendors, etc. can then call you from the gate for access. (Please see Front Desk for more detailed instructions.)
- A temporary code is provided on a monthly basis to allow guests, vendors, delivery services access. To prevent unwanted entry onto the property, your personal Tele-Entry code should not be shared.

42. Lanai Cleaning - previously published rules

- Please do not let water run over the edge of your lanai or dump dirty water buckets through the lanai screen when cleaning. The water and dirt affects units below you and dirties their lanai and the side of the building.
- Please use white vinegar and warm water to ensure that any spillage will not stain the exterior paint.

43. Fed-Ex, UPS, DHL Deliveries - previously published rules

- Fed Ex, UPS, DHL should deliver all items to the units, including envelopes.

44. Community Amenities

- The theater, computer room, game room, and fitness room are available for all residents to use, free of charge. For non-association sponsored events, a refundable deposit may be required to cover any damages or special cleanup when an owner(s) schedules the Grand Lobby. Non-residents will be charged a fee for use of the grand lobby or other amenities.
- Please clean up after each use and turn off appliances, lights, etc. before leaving.
- Any damage will be the responsibility of the Unit Owner and/or Tenant.

45. Emergency Evacuation Procedures

- A reference book is available at the Front Desk.

46. General Rules, Regulations, and Fines - By-laws and Prior Rules and Regulations

- Every owner or tenant shall comply with these rules and regulations, along with any and all rules and regulations, which from time to time may be adopted by the Board of Directors, and the provisions of the Declaration, By-Laws as amended from time to time.
- Failure to comply may be grounds for action, which may include recovery of sums due for damages.
- A fine or fines, as promulgated by the Board of Directors, may be assessed against the tenant and/or owner of the property for failure to comply. See Fine Schedule.
- Unit owners will be afforded an opportunity to contest any fine at a hearing held before a Committee of 3 unit owners.
- Detailed procedures are found in By-Laws and prior Rules and Regulations

Recommendations to Owners and Tenants:

Suggestions for Empty Units to Prevent Mold/Mildew Damage

- Consider draining water and shutting off water.
- Pour 1 cup of bleach into each toilet, cover seat with plastic wrap, and close cover.
- Place 1 cup of vegetable oil into each sink/shower/tub drain.
- Set “away” thermostat temperature no higher than 78F.
- Consider designating someone to check your unit monthly.

Unit Smoke Detectors and Original Thermostats

- Replace batteries annually.
- Pull cover on original thermostat to replace battery annually.