

Granada Del Mar

Rules & Regulations

Granada Del Mar Rules and Regulations Revised 1999, Revised 2008, Revised 2019, Revised 2021, Revised 2022, Revised 2023

- A1. No part of the property shall be used for any purpose except housing and the related purpose for which the property was intended.
- A2. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, political, recreational, or otherwise, whether for profit or not, shall not be conducted or permitted on any part of the property.
- A3. The owner(s) must notify the Granada Del Mar office of their current physical address (no P.O. Box numbers permitted) for the normal delivery of notices related to the operation of Granada Del Mar. This address will also constitute the address for the service of notice of any and all notices required by the Articles of Incorporation, By-Laws and Rules and Regulations. Service and receipt of these notices shall be by first class mail and proof of delivery but not signature is all that is required. If an email address is supplied to the Manager, then all notices shall be emailed to the owner(s) and shall constitute receipt of all notice with delivery confirmation. Each owner shall also supply the Manager with a telephone number.
- A4. At all times owners must keep the Granada Del Mar office informed of the name of their rental agent and/or their tenant(s) and must register with the Manager any guest(s) the Owner may have. This is for the convenience and safety of all Owners and residents of Granada Del Mar and helps the Manager to provide better service. Each owner shall also supply the GDM Manager with a telephone number for emergencies and other issues that come up.
- A5. Owners that rent their units (and their tenants) must abide by all the GDM By-Laws and Rules and Regulations as do all owners. Violations of GDM Rules and Regulations by tenants can result in fines assessed to the affected owners (see section K Enforcement). Owners should make GDM Rules and Regulations available to their tenants. Owners that rent their units are subject to weekly or long-term rental fees in addition to their monthly homeowner's fees.

B. Premises

- B1. The Common Areas, including all entrances and exteriors of Units, may not be altered in appearance (by painting, attachments, signs, fixtures, etc.) with the exception of small door decorations and/or Unit numbers to be affixed above or on the door proper. Any change in this area must be approved by the Manager.
- B2. No obstacles which interfere with others or offend others should be stored or left on sidewalks, entrances, stairs, landings or slabs.

- B3. No dust or debris is to be thrown or shaken into the Common Areas.
- B4. No cleaning of terraces/galleries with hose.
- B5. Nothing may be placed on the walls or ledges of terraces, landings, etc. that could injure persons or property below.
- B6. Vehicles shall be parked in designated parking spaces assigned one space to each Unit. No vehicle of any type shall block access to other vehicles, obstruct entrances or exits, or interfere with the access to the dumpster by trash removing vehicles. Extra vehicles, guest vehicle(s), and all owner(s)/tenant(s), commercial vehicles must be parked at the West end of the parking lot. Assigned parking spaces are limited for the use of cars, small trucks and mini vans. The parking area cannot be used for vehicle storage without the written approval of the Board of Directors.
- B7. Servicing and repairing of vehicles in the Granada Del Mar parking lot is prohibited except for periodic maintenance that takes less than one day to complete. No fluid drainage of any kind is allowed in Granada Del Mar parking areas.
- B8. The laundry area must be kept clean and locked at all times.
- B9. Private radio, TV antenna, dish or internet communication devices are prohibited to be attached to the outside or roof of the building unless specific written approval by the Board of Directors is obtained.
- B10. Window treatments on the south side of the building must be of a solid color.
- B11. Clothing, sheets blankets, towels, laundry or other articles of any kind shall not be hung out of a Unit or draped over terraces or rails, or exposed upon any of the Common Areas.
- B12. No garbage or waste containers shall be placed in Common Areas that are visible outside the Unit.
- B13. Patio concrete slabs adjacent to first floor Units are Limited Common Areas for the exclusive use of respective first floor homeowner(s) and cannot be used for storage of any kind, including furniture or any personal items except for patio furniture.
- B14. With the exception of occasional guest(s), no two-bedroom Unit shall be rented or occupied by more than four persons and no three-bedroom Unit shall be rented or occupied by more than six persons.
- B15. Vehicles are prohibited from driving up to the Pavilion/Laundry Room area unless approved by the Manager.

C. Sports Activities

- C1. Bicycling, roller blading, skateboarding, roller skating, basketball dribbling and playing will be limited to the tennis court. Those participating in these activities must yield the right of way to pedestrians in those areas and must exercise extreme caution regarding safety. Granada Del Mar assumes no liability in any injury incurred by those engaged in recreational activity, so parents must be responsible for their children's actions. All use of the tennis court, in whatever manner, shall be at the risk of the Owner(s) or tenant(s) or Guest(s).
- C2. Under no circumstances will any of the above activities be allowed on the sidewalks in from the Units, in the office pass-through or at the pool side.

D. Pets

- D1. Pets are permitted at Granada Del Mar upon approval of the Board of Directors. An application to keep a pet at Granada Del Mar must be made in writing, and signed by the GDM unit owner(s) to the Board of Directors through the Manager. The request must state the type of pet involved and proof that the owner is in compliance with all of the requirements listed below:
- 1) A release signed by the Owner of the Unit releasing the Granada Del Mar Condominium Association from any and all liability related to any and all activities, incidents and accidents involving the pet.
 - 2) Pets that belong to long-term renters (6 months or more) must go through the same approval process and abide by the same restrictions as do GDM homeowners. Renters that are at GDM for less than 6 months are not allowed to keep pets at GDM.
 - 3) Dogs/pets can weight no more than 30lbs at full size
 - 4) No more than 3 animals per unit
 - 5) Pet must be kept on a leash or under other means of control when outside the condo unit
 - 6) Animals should not be a nuisance, meaning excessive barking, howling, and any other disruptive behavior.
 - 7) Owners are required to clean up after their pet(s) at all times while on Granada Del Mar property
 - 8) Proof that all vaccinations are up to date (supplemented as needed) as required by the local authority. Proof of the vaccination must be provided to the office manager and a copy shall be retained by the Manager
 - 9) Proof of personal liability insurance to cover any damages and/or accidents caused by the pet. Proof to be provided to and retained by the office manager
- D2. Violation of this pet policy will result in a fine (see Section K Enforcement), and if violations continue, after 3 or more warnings, the animal will be required to be removed from Granada del Mar property at the owner's expense.
- D3. If the Owner has fully complied with the requirements listed in D1, then the Board shall vote on the request within 30 days of the receipt of the application. Whether to approve a pet request is at the sole discretion of the Board of Directors. The Board will take into consideration compliance with the pet requirements listed in D1, prior violations of the Rules and Regulations, and any prior pet issues the owner may have, when deciding to allow a pet.

E. Swimming Pool

- E1. Pool hours are 6:00 AM until 9:00 PM.
- E2. No lifeguard is on duty. Swimming is at your own risk.
- E3. The use of the pool and pavilion are restricted to Owner(s), tenants (s) and their invited registered guest(s). Failure of the Owner to register their guest(s) could result in a forfeiture of pool privileges of the guest(s) not registered. In the case of invited guest(s), the owner must be present at the pool area at all times when the guest(s) are using the pool or in the pool area.
- E4. No loud, obnoxious, or dangerous activity will be tolerated.
- E5. Glassware and glass containers of any type (i.e. beer bottles, wine bottles) are prohibited in the pool area.
- E6. The pool is not to be used for cleaning scuba gear or any other objects.
- E7. Trash must be disposed of in proper refuse containers.
- E8. Running, biking, skating, roller blading or skateboarding are not permitted in pool area.

- E9. Diving is prohibited.
- E10. Loud or disruptive conversation is prohibited in the pool area.
- E11. Children must be supervised at all times, regardless of swimming ability, by a resident adult, supervising no more than 4 children at one time.
- E12. Swimmers including infants and children must wear proper swimming attire while in the Pool Area.
- E13. If the owner has failed to pay two (2) consecutive months of common charges, then the right to use the pool is suspended until payment in full is made. This rule also applies to owners' tenant(s), relative(s), guest(s) and visitor(s).

F. Common Area Parties

- F1. A mutual gathering of more than ten persons using the Pavilion constitutes a party. The Pavilion is separate from the Pool Area, and guests at a party in the Pavilion may not enter the Pool Area and may not use the Pool.
- F2. Owners must sign a release once a year and it shall be kept at the GDM Office. There is no charge for Owners to use the Pavilion, but should they fail to clean up after their event a cleaning charge of \$100 an hour will be assessed. If the Owner wishes to use the Pavilion notice shall be given to the Manager within 5 working days (if possible) to enable the Manager to notify other Owners that the Pavilion will be unavailable for other Owners to use. The Owner shall be the sole responsible party for any damages or loss that result from the use of the Pavilion. The Owner will also bear the costs of charges for any infractions(s) of Granada Del Mar Rules and Regulations.
- F3. The number of persons attending such parties shall be to a maximum of thirty persons. No more than 12 guest cars are permitted for the requested party at Granada Del Mar. All additional cars have to be parked outside of the premises.
- F4. The pool area cannot be reserved for private parties that would restrict other Owners and residents from using the facility. No pool parties are permitted.
- F5. Barbecuing must be done on the sand and West of the pavilion unless using the grill provided by the Association.
- F6. Amplification of music is allowed only to the extent that it does not offend others.
- F7. All private functions must terminate by 9:00 PM.
- F8. The pavilion is available for the private use of the Owner(s). A Tenant that has a lease term longer than 6 months may use the Pavilion with the express written permission of the Manager and Owner. The Owner who authorizes use of the Pavilion will remain solely liable for any damages or loss that is incurred during the Tenant's use. The Pavilion may not be used by the same religious, educational, political, or recreational group more than once a calendar quarter.

G. Nuisances

- G1. Noises must always be controlled, especially between the hours of 9:00 PM until 8:00 AM.
- G2. Outdoor cooking shall be limited to small hibachis or gas grills on terraces. No excessive smoke or objectionable odors are allowed.
- G3. Parents and or adult hosts are responsible for the conduct of their minor children and guest(s). Young children shall not be left unattended.

- G4. Owners are ultimately responsible for the behavior of individuals staying in their units. This includes family, friends, contractors or tenants.
- G5. No solicitation shall be permitted on the premises by owners, tenantsemployees or outside organizations.
- G6. Smoking is not permitted in stairwells or hallways leading to individual units.

H. Repair and Renovation

- H1. The GDM property manager must be notified by the Owner(s) and/or their representative prior to any contractual work to be performed in their Unit.
- H2. No Contract work can be performed on weekends or holidays except for emergencies or with approval from a Board of Directors Member or the property manager, and the approving individual must be on site to observe and manage the situation.
- H3. Outside contractors or other workers registered with the Manager by the Owner(s) are not permitted to begin work prior to 8:00 AM and no later than 5:00 PM except for emergencies or with Manager's approval.
- H4. The GDM building is an historic structure over 50 years old and therefore has specific guidelines for all renovations and repair to any part of it. **All changes/renovations must be submitted in writing and approved in writing by the GDM Board of Directors prior to beginning work.**
- H5. Owners are reminded that using unlicensed or uninsured contractors, handymen, repairmen to do “owner’s work” is at their own risk and GDM assumes no risk or liability even if that person is on the GDM staff.
- H6. If there is any question about responsibility for a repair in any unit in the GDM building (i.e., electric, plumbing, concrete or other necessary repair) Exhibit A of the GDM By-Laws is the relevant guide as to the responsibility for the repair and associated costs.

I. Contractors Hired by Owners

- I1. It is the responsibility of the owners to ensure contractors, hired by them, follow all the rules and regulations of GDM. Violations of the rules and regulations will be addressed to the respective owner according to the schedule in Section K Enforcement.
- I2. Contractors are not permitted to start work prior to 8:00 am and must stop work no later than 5:00 pm. No work may be performed as described in rule H2 above.
- I3. Contractors must be supervised by the owner. Supervision can be delegated to the owner’s property management team or another owner, but it must be in writing.
- I4. Contractors are only permitted to park in designated visitors parking spots or the parking spot of the owner who hired them, unless it is for a very short delivery at the stairs leading to the unit. Contractors’ vehicle must not interfere with adjacent parking spots.
- I5. Hiring of reputable and properly insured contractors is strongly recommended. Unit owners are deemed legally and financially responsible for damages caused by their contractor to GDM common areas/assets or the units/property of other GDM owners.

- I6 The GDM Property Manager must be notified in advance of any work to be performed by a contractor in a unit.

J. Rentals

- J1. Unit Owners are deemed legally and financially responsible for violations of the Granada Del Mar Rules and Regulations committed by themselves, families, guests or tenants.
- J2. Owners are responsible for providing a copy of the Granada Del Mar Rules and Regulations to their rental agent(s), Tenant(s), guest(s), or prospective buyer(s).
- J3. At all times owners must keep the Granada Del Mar office informed of the name of their rental agent. Owners **must also report in advance with the Manager the dates any renters/tenants/guests will be occupying their unit.** This is for the convenience and safety of all owners and residents of Granada Del Mar and helps the Manager to provide better service to all.
- J4. With the exception of occasional guest(s), two-bedroom units shall be rented/occupied by no more than four persons and three-bedroom units shall be occupied by no more than six persons.
- J5. If a Unit is rented for 1 day or any combination of days up to 7 days, then a fee of \$25 will be assessed. After 7 days rented to the same tenant a fee of \$25 will be assessed starting on day 8 to day 14. After the 14th day of rental to the same tenant a fee of \$25 will be assessed for day 15 to day 21. If the Unit is rented for a period of 22 days to 30 days to the same tenant a fee of \$60 will be assessed for each 30 day period.

K. Enforcement

- K1. Unit Owners are deemed legally and financially responsible for violations of the Granada Del Mar Rules and Regulations committed by themselves, families, guests, tenants or contractors. This Liability, which includes the cost of legal actions to obtain compliance, may not be waived by any agreement of agency or tenancy, and is fully enforced under the Condominium Act of the Virgin Islands.
- K2. The Granada Del Mar Board of Directors may bill the Owner of a Unit for any violation of these Rules and Regulations. Violations of the rules and regulations will be addressed to the respective owner utilizing the following procedures:
- 1) 1st occurrence – Written warning from manager describing violation and corrective action required.
 - 2) 2nd occurrence - Monetary fine of \$100.00
 - 3) 3rd occurrence - Monetary fine of \$500.00
 - 4) 4th occurrence - Monetary fine of \$1,000.00
 - 5) Further occurrences or blatant disregard to the rules and regulations or failure to follow directions from a board member acting in an official capacity will be addressed in accordance with Article IV Section 11. D of the GDM By Laws.
- K3. Owners are responsible for providing a copy of the Granada Del Mar Rules and Regulations to their rental agent(s), Tenant(s), guest(s), or prospective buyer(s).
- K4. If the owner has failed to pay two (2) consecutive months of common charges then any and all privileges to use amenities of Granada Del Mar, including use of the pool, pool house, laundry are suspended to the owner and owner's tenants, relatives, guests and visitors until payment in full is made.

L. Annual Meeting

- L1. After the annual owners meeting and the election of the Board of Directors has been certified, any proxies, ballots and results shall be sealed and kept in the Granada Del Mar Office in a secured location. These items shall stay sealed and will not be open to public view unless there is a good faith challenge to the election no more than one week after the Annual Owners Meeting, and only with the approval of the President. After the next year's annual owner's meeting and election of the Board of Directors the previous results will be disposed of by shredding all of the above items.

M. By-Law Compliance

- M1. These Rules and Regulations are in accordance with the Granada Del Mar By-Laws, if there is a conflict between the by-laws and the rules and regulations, the by-laws takes precedence.