



Gulf Highlands Beach Resort Rules and Regulations

Updated January 25, 2025

AMENDED RULES AND REGULATIONS FOR GULF HIGHLANDS BEACH RESORT

The Rules and Regulations ("Rules") hereinafter shall apply to and be binding upon the owners of the Gulf Highlands Beach Resort complex ("Resort"). The Rules shall apply to all property as described in the Declaration, including but not limited to the common areas, condominiums, and townhouse parcels. Upon ratification by the Board of Directors ("Board") of the Gulf Highlands Beach Resort Homeowner's Association Inc. ("Association") these Rules supersede and replace all previously enacted Rules and Regulations and shall be deemed in effect until amended, rescinded, or replaced by the Board.

All parcel owners shall, at all times obey these Rules and shall use their best efforts to see that these Rules are observed by their families, guests, invitees, licensees, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. A violation of these rules may subject the violator to any and all remedies available to the Association and to the other townhouse parcel owners pursuant to the terms of the Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and Florida law. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover from the person violating these Rules in any such actions, any and all attorneys' fees and costs incurred by the Association.

The Board may, from time to time adopt or amend these Rules governing details of the use, improvements, maintenance, operation, and control of the Resort. Any waivers, consents, or approvals given under pursuant to these Rules by the Board shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board.

AUTHORITY TO ESTABLISH RULES

- A. The Board shall have the power to adopt and publish Rules governing the common areas and facilities, and the personal conduct of the members and their guests, licensees and invitees thereon; and to establish fines and /or penalties and a procedure for the imposition for infractions of the By-Laws and such Rules of the Association.
- B. The Board, by majority vote, may adopt such additional Rules as may be necessary or appropriate for the health, safety, and welfare of the owners and their properties, and for the use, improvement and maintenance of the common areas.

- C. All Rules enumerated within this document, Declaration, or the By-Laws of the Association apply equally to each and every townhouse/condominium owner and owner's tenants, guests, invitees, and licensees.

II – DEFINITIONS

Any terms contained in these Rules which are defined or contained in the Declaration of Covenants and Restrictions of Gulf Highlands Beach Resort Inc., dated September 23, 1985, and recorded on September 24, 1985 at Book 1046, Page 1399, in the Official Records of Bay County, Florida, as has been amended from time to time ("Declaration") shall have the same meaning as such terms in the Declaration, unless the context clearly dictates otherwise.

Adult: Any human being twenty-one (21) years of age or older. Individual owners may require renters to be at least 25 years of age.

Condominium: That system of ownership of Condominium Property under which individual units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as a part thereof, and undivided share in the Common Elements.

Motor Vehicle: Any self-propelled vehicle not operated upon rails or guide way, but not including any bicycle or moped. Common examples of motor vehicles are automobiles, trucks, vans, motorcycles, motorbikes, and golf carts.

Oversized Vehicle: Any vehicle longer than the normal townhouse parking space.

Person: Any individual, firm, partnership, joint venture, syndicate, or other group or combination acting as a unit, association, corporation, estate trust, business trust, trustee, executor, administrator, receiver, or other fiduciary, agency of the state, district, federal agency or any other legal entity or its legal representative, agent, or assign, and includes the plural as well as the singular.

Pets: Pets are loosely defined as any animal, bird, reptile, fish, or insect that is owned, kept, tended, housed, or fed by the occupants of condominium or townhouse parcels within the Resort. Animals classified as livestock, such as horses, cows, goats, sheep, and pigs are not considered to be pets and are prohibited from the Resort.

Property: The real property owned in conjunction with a fee-simple townhouse or condominium.

Rental Agency: An appropriately licensed person or company authorized by the Owner of the condominium or townhouse parcel to rent or lease an owner’s property within the Resort.

Resort: Gulf Highland’s Beach Resort, located in Bay County, Panama City Beach, Florida; whose boundaries are described in various Association documents recorded in the Official Records of Bay County.

Townhouse Parcel: A particular parcel of property upon which a townhouse or condominium has been constructed.

Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

III – OCCUPANCY

A. Townhouse parcels within the Resort are intended for use only as single-family residences. The maximum numbers of people allowed to stay overnight in a condominium or townhouse parcel per the Bay County Fire Marshall are as follows:

- Efficiency (Condominium)..... Four Persons
- One Bedroom (Condominium)..... Four Persons
- Two Bedroom..... Six Persons
- Three Bedroom..... Eight Persons

B. Condominium/Townhouse parcels can only be advertised as what is on record with the Bay County Property Appraiser’s Office website (baypa.net) for number of bedrooms and square footage. Owners misrepresenting occupancy of their townhouse will be subject to a fine of \$250 when advertising over your allowable occupancy limit. All bedrooms must be in compliance with State and Local Ordinances.

C. Noisy parties or loud music are not permitted. TVs are not allowed on outside patios.

IV – TRASH, GARBAGE, AND REFUSE CONTROL

A. The Association is responsible for picking up trash and garbage from the garbage collection containers located throughout the Resort. Full containers or garbage around the container should be reported to the Association Office for pick-up.

B. The following applies to household trash and garbage within the Resort:

1. All trash shall be regularly removed from each townhouse parcel. Household trash, garbage, and small household items should be tied in plastic bags that can be placed within a curbside garbage container.

C. Owners or occupants of each townhouse parcel must personally remove or make decided to have removed the following items from the Resort immediately, since the Association SHALL NOT pick-up or remove the following type items:

Building materials or scraps such as doors, windows, siding, roofing, lumber, drywall, cabinets, vanities, tile, concrete products or stucco, linoleum, carpeting, wood flooring, and padding. Also, automobile tires and other automobile parts, including but not limited to petroleum by-products, batteries, freon products, etc. You also MAY NOT discard of any material considered Hazardous by any Local, State, or Federal government or Agency, including but not limited to petroleum by-products, Freon, etc. If reported to the Office, with visual proof, any Owner dumping illegally will be fined \$100.

V – SECURITY

A. The Hutchison Road (Middle Beach Road) entrance is the Resort's main entrance. Other entrances are subject to closure or controlled access as determined by the Board.

B. All persons will obey the Association's property patrol employees while in the Resort. The property patrol employees are operating under authority of the board.

C. All vehicles operated within the Resort must display proper identification (i.e., owner decal or parking pass) as required by the Association. Vehicles without identification may be subject to being removed or towed from the Resort, at the vehicle owner's expense.

D. All persons shall be required to produce verification of their right to enter or be in the resort.

E. Only owners and their immediate family members shall be allowed to possess or utilize an Owner decal and RFID sticker for entrance to the Resort.

F. All fences and closed/locked gates around the Resort's perimeter and within the Resort (such as pool fences) are considered devices of the Resort's safety or security system. Any attempts to defeat the purpose of any safety or security system by jumping, climbing, vaulting, going under, thru, over, or around the end of any fence or gate without permission from the Association shall constitute trespassing and can result in a fine or arrest. Owners or other

authorized persons may enter and exit as pedestrian traffic at all pedestrian exit gates by using the key pad entry code, or the proximity cards as assigned.

VI – PETS

- A. All pets must be always leashed and under positive control at all times when outside. Positive control means the leash is in the hand of the pet owner. No pet shall be allowed to be enclosed, caged, or tethered to any object outside any building without the person responsible being physically present. Each violation of any of these items will result in a fine \$100.
- B. Pets are not allowed in the common area buildings, fenced areas of swimming pools, or within twenty (20) feet of any picnic table on common areas. Local pet ordinances do not allow pets on the beach in front of Gulf Highlands.
- C. Pets shall not be a danger, nuisance, or constitute an annoyance to other persons, including but not limited to noises, offensive odors, cause insect pests, or aggressive behavior. Pets shall not be allowed to stray or walk on another owner's property without his/her permission.
- D. Both the townhouse parcel owner where the pet resides and/or the person responsible for the pet shall be liable for all damage or injury caused by the pet. Violation of these rules may result in disciplinary action by the Association.
- E. All animal waste or droppings must be collected immediately and deposited in the closed containers within the Resort designated for animal waste for proper disposal.
- F. A maximum of (2) animals are allowed per townhouse parcel. Unattended, aggressive, or stray animals in the Resort are subject to being reported to the appropriate animal control entity for collection.
- G. Wild birds and animals, such as squirrels and alligators, should not be fed.

VII – TOWNHOUSE PARCEL APPEARANCE & MAINTENANCE

A. The Association controls the outward appearance of all townhouse parcels within the Resort. No changes shall be made to the townhouse parcel's structure, its appearance in color, roofing, lighting fixtures, doors, windows, or patios without the prior approval of the Association through the Variance process. Gulf Highlands Beach Resort Standards for Buildings and Variances, including paint phases, can be found in the Variance Request Form on the website or a copy can be obtained at the Association Office.

B. Hurricane shutter devices require variance approval prior to installation. Hurricane shutter devices may be closed from June 1 – November 30 or when a named storm is in the Gulf of Mexico. If a named hurricane threatens to make landfall outside of these date, hurricane shutter devices must be removed or opened within seven days after the storm makes landfall.

C. Decorations during recognized holiday seasons such as Christmas, Easter, and Halloween shall not require Association approval, so long as these decorations are removed within fourteen (14) days after the holiday. No yard decorations shall be placed during the months of March to November due to landscaping maintenance. No permission shall be required to fly or display a national, state, or military flag. Window air conditioning units are not allowed on any unit.

1. Front of Units

- A. Plaques or decorations should not exceed 9 sq. ft. for the upper area and/or 9 sq. ft. for the lower area. Three-bedroom units would be given an additional wall.
- B. Furniture - Each unit is limited to four (4) pieces of furniture designed for outdoor usage such as patio or bistro sets. No swings (whether fixed or glider) are allowed without a variance approval)
- C. Figurines – Each unit is allowed up to two (2) figurines not to exceed 36" in height and figurines are not permitted on the lawn area.
- D. No children's toys, beach carts, rafts, floats, towels, bathing suits, shovels, fishing poles, chairs, or bicycles shall be stored in front of a townhouse parcel. Permanent, temporary, mounted, or installed toys such as gym sets, trampolines, sliding boards, ball goals are not allowed.
- E. No items are allowed to be stored on the side of the townhouse parcel without a variance approval.
- F. Storm Shutters (see VII, C.)

2. Rear of Units

- A. No items of clothing, towels, or other linens shall be hung in public view outside a townhouse parcel.
- B. Garden hoses, when not in use and left outside, must be hung on a wall rack or placed inside a container specifically designed for that purpose.
- C. The parcel number must be located in a visible location on the rear.
- D. Bicycles and cooking grills shall be allowed to remain outside the rear of a townhouse parcel. The rear of the townhouse parcel includes any portion of the back porch, upper deck, and patio that is not visible to the public. A barbeque or cooking grill shall only be used in the rear of the townhouse parcels at a minimum of 10 feet away from the building. Cooking in any type grill is not allowed on balconies. Bicycles must be parked or hung from the ceiling.
- E. Privacy Screens and Safety Railings
 - 1. Privacy screens will be of vinyl/pvc lattice or solid composition, which is framed and does not exceed 6ft. in height. Allowable length is to be determined by the individual variance taking into consideration what is behind the unit and the possible effect on their neighbor's view. Paint colors for non-Grand Island are to

be white. For Grand Island units, the color is the same as the trim color of the unit or white. All privacy screens shall be maintained free of mold and debris.

2. Safety/security railings are allowed around the patio hard surface area with variance approval. They are not to exceed 42" in height. Paint/Stain colors are to be the trim color of the unit. No locked gates are allowed. The opening for the gate must be at least 36" wide per Life Safety Code/fire department. There must be an unimpeded pass thru from unit to unit. Safety/security railings must coordinate with other railings. No shadowbox, solid or lattice type fencing is allowed as a security railing.

F. Portable Hot tubs and Jacuzzi's are not allowed, regardless of the existence of a privacy screen.

G. Wood burning fire pits are not allowed. Propane gas fire pits are permitted as long as they are 10 feet away from the building.

H. No nuisance shall be allowed to exist, nor any use or practice which is the source of an annoyance to residents, which interferes with the peaceful possession and proper use of the property.

I. Storage Units ("storage unit"):

1. Storage units may be allowed in the rear of townhomes upon receipt of an approved variance from the Association, but shall not be allowed in the front or on the side of any townhouse parcel.

2. Only one (1) standing storage unit and one (1) storage box shall be allowed on each townhouse parcel.

3. Storage units shall not obstruct the view of any other townhouse parcel owner.

4. Storage units must be located on the back patio of a townhouse parcel and no part of the storage unit may be located on the lawn, grass, landscaping or bare ground. No storage unit shall block any window or door of the unit.

5. Depending upon the placement/location of the storage unit, the size shall be dictated by the Board. The Board retains the right to deny approval of the maximum sized storage unit depending upon the placement/location of said storage unit. The size and color of the storage unit must be approved or shall be determined through the variance approval process. All Storage Units shall be made of plastic/resin materials. No homemade, metal or wooden storage units shall be allowed. All information shall be provided by the townhouse parcel owner when applying for a variance for a storage unit:

a. Width;

b. Depth;

c. Height;

d. Color;

e. A drawing or picture depicting the exact placement/location of the storage unit.

VIII – VEHICLE OPERATION & PARKING

A. Parking spaces in common areas are controlled by the Association. These spaces are for the equal use and enjoyment of all owners. Extended or repeated overnight use of common area parking by an owner or guest is prohibited and can result in a fine. In addition to a fine, the vehicle is subject to being removed, without notice, at the vehicle owner's expense. Overflow Parking is located at the Bonnie pool and Abbie tennis court parking lots and are designated as limited temporary parking for a fee of \$10 per night up to 14 days per year payable to the Association on the date of arrival. All parked vehicles must display a valid overflow parking pass. The lots will be inventoried each night by property patrol. Any vehicle violating this rule is subject to fine or removal at the owner's expense.

B. Parking spaces in front of townhouse parcels, excluding the Condominiums, are controlled by the townhouse parcel owner. Motor vehicles parked in a townhouse parcel's parking space(s) shall not exceed the parking space boundaries. An unauthorized vehicle parked on a townhouse parcel's parking space is subject to removal without the owner's notice, at the owner's expense or both. Parking spaces are designed for the use of vehicles outlined in this Section and not as storage spaces for non-motorized equipment.

C. Condominium units have parking spaces at the ends of the condominium buildings. These parking spaces are under the control of Gulf Highlands I, Inc., a Florida not-for-profit corporation ("Condominium Association"). Each condominium parcel is entitled to one (1) parking space on a "first-come-first serve basis". Parking for additional vehicles is not guaranteed.

D. Parking of a vehicle in any area within the Resort not designated for parking is prohibited. Parking on any grassy area, regardless whether common area or privately owned is prohibited. Parking of a motor vehicle within a townhouse parcel or on the front or back porch or patio is strictly prohibited. Violators are subject to fines or the removal of the vehicle at the owner's expense, or both.

E. The speed limit within the Resort is fifteen (15) miles per hour.

F. Operators of all motor vehicles within the Resort must possess a valid state motor vehicle operator's permit for the type vehicle being operated.

G. No watercraft, trailers, campers, motor homes, buses, or oversized vehicles (bigger than a full size pick-up truck) shall be allowed to stay on the Resort overnight. Upon notice, any Owner

with a vehicle type in this section that is parked after 7:00 PM may be fined \$100 per period ("period" is defined as 7:00 PM to 7:00 AM) until in compliance or towed at the Owner's expense.

H. Storage of old and unused, stripped, or junked motor vehicles within the Resort is prohibited. Likewise, machinery, implements, equipment, or personal property of any kind which is no longer safely usable for the purpose for which it was manufactured, is hereby declared to be a nuisance and a danger to public health, safety, and welfare, and is prohibited.

I. No person shall perform or cause to be performed any routine maintenance or repair of vehicles within the Resort, including but not limited to, the changing of oil and working on engines, bodies, etc. Minor emergency repairs are excluded.

J. Construction trailers, vehicles, dumpsters, and equipment are not allowed on weekends or holidays unless work is being performed on those days. Dumpsters must be dumped once per week. Construction trailers may only remain in the Resort for three (3) days when related construction activities are not being performed. Moving vans and other trailers are only allowed on the property to load/unload.

K. Golf Carts –

NO street legal rental golf carts are allowed on property.

(1) Golf carts belonging to Owners shall have a unit number and street abbreviation affixed to the front of the cart in three (3) inch high characters.

(2) Drivers must be at least sixteen (16) years old. Property patrol may request proof of age. If the driver of the golf cart is breaking the rules, driving erratically, or disobeying traffic laws in the Resort, a fine will be issued to the Owner of the unit the golf cart is attached is. The Property Manager will reach out to the Owner of the unit attached to the golf cart to notify of any violations no later than the following business day.

(3) Carts must be equipped with working headlights and taillights and will only be driven on the roads within the Resort (no driving or parking on grass or sidewalks). Carts will be stored (parked) in front of the owner's unit, not on the grass, sidewalk, or rear patio.

(4) Carts shall only be covered with a cover manufactured specifically for carts and must be maintained in good condition. Tarps and plastic sheeting is prohibited.

(5) Carts shall observe all traffic laws and operate at safe speed within the Resort.

(6) The number of passengers for such carts is limited to the seating available. Drivers are not allowed to have passengers the end of the cart unless it has a rear seat designated for passengers. Drivers are not allowed to ride passengers on the front, sides, tail board, or roof of the vehicle. No lap drivers are allowed.

L. A current state license tag is required on all motor vehicles inside Resort property, except for golf carts and handicapped vehicles that are not required to be licensed by the state. Any vehicle with an expired license is subject to being towed at the owners' expense.

M. All off-road vehicles (ATV's, go-carts, small two wheeled scooters or motorized skateboards, etc.) are not to be operated or stored on Resort property, except as described in the Vehicle Operation and Parking section. No rental scooters allowed on property.

N. Entry into Resort is by possession of an Owner's decal, RFID sticker, or through issuance of a pass. All vehicles on the Resort must display a valid owner's decal or valid pass. RFID stickers or home owner's decals may not be transferred to a third party. Any guests may obtain a proximity card for a non-refundable payment of \$25 by coming into the Office and purchasing.

IX – RENTAL AND SALE OF TOWNHOUSE PARCELS

A. If the owner chooses to rent his/her townhouse parcel, he/she must personally rent his/her townhouse parcel or have the townhouse parcel rented by an approved rental agency. The collection of rents, taxes, fees, and fulfilling the requirements for licenses, leases, and permits is the responsibility of the owner or his/her Agent.

B. The rental of all townhouse parcels shall be made only to adults twenty-one (21) years of age who will be residing in the townhouse parcel during the rental period. Individual owners may require renters to be at least twenty-five (25) years of age.

C. No signs or other forms of advertisement or notice, except "For Sale" or "For Rent" signs shall be displayed on any exterior or through any interior window of a townhouse parcel without prior written consent of the Association. All signs shall not exceed 11x14 inches, and only one (1) sign at a time shall be posted. In addition, units under a rental agreement with an approved agency must identify the unit by displaying an appropriate small sign or logo (6x8) inches or smaller, in the lower front window of the townhouse parcel.

D. The Association is not responsible for distributing keys of townhouse parcels to renters, guests, or prospective buyers. The primary reason for townhouse parcel keys in the Association office is for the access during an emergency and for pest control treatment.

E. Owners and/or agents are responsible for furnishing keypad entry codes to guests and renters. Owners are responsible to ensure the Rental Agents give out the proper information.

X – RECREATIONAL AND COMMON AREAS

A. Recreational facilities are for the exclusive use of the owners and their guests, tenants, members of their families, and invitees. Gym usage and Conference Center are limited to persons 18 years of age or older unless accompanied by an adult owner or renter. In order to reserve the Conference Center or the Grand Island pool house for a special event, a reservation form must be completed in the HOA office, and a non-refundable usage fee of \$100 paid. Such special events are restricted to a four-hour duration. Fines/legal action, and /or suspension of privileges may occur for damage. No facility may be reserved for the purpose of hosting an event in which an admission is charged, for which "money making" is its purpose, or which has an "open" invitation to participants not residing at the Resort.

B. All amenities shall be used for the activity for which they were designed (i.e. no skates, roller blades, skateboards or bikes on the putt-putt, shuffleboard or the tennis courts). No ball games other than tennis are allowed on the tennis courts. Swimming or wading is not allowed in the lake, canal or putt-putt pond.

C. The use of outdoor recreational facilities (i.e. tennis courts and shuffleboard courts) is on a "first come" basis. In order to assure that the facilities are available to all wishing to use, usage should be limited to no more than two (2) consecutive hours, unless no one is waiting to use the same facility.

D. Swimming Pools

(1) Current rules of conduct are posted at each pool location and must be strictly followed. There are five (5) pools that are designated as smoking/vaping allowed on the pools decks. All others are "No Smoking" and if caught smoking while on the pool deck, you will be asked to leave the pool area.

POOL RULES

1. BEWARE! NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK! IN CASE OF EMERGENCY CALL 911.
2. DO NOT PLAY WITH EMERGENCY POOL EQUIPMENT.
3. POOLS ARE RESTRICTED TO OWNERS, TENANTS, AND REGISTERED GUESTS. NO PETS ARE ALLOWED IN THE POOL AREA.
4. NO UNSUPERVISED CHILDREN (UNDER THE AGE OF 12) IN POOL AREA. DIAPER AGE CHILDREN MUST WEAR LEAK PROOF SWIM DIAPERS OR SWIMMIES.
5. NO DIVING OR JUMPING INTO POOL. NO RUNNING OR HORSEPLAY IN POOL AREA.
6. NO ROLLERBLADES, SKATES, BIKES, SKATEBOARDS, ETC. IN POOL AREA.
7. NO GLASS CONTAINERS IN the POOL or pool deck. NO FOOD OR DRINK IN THE POOLS.
8. POOLS ARE CHECKED BY SECURITY AND ID MAY BE REQUESTED.
9. POOL FURNITURE MAY NOT BE RESERVED OR REMOVED FROM POOL AREA.
10. NUMBER OF BATHERS MAY BE LIMITED BY POOL SIZE.

11. FLOATS ALLOWED AS SPACE PERMITS. FLOATS CAN BE NO LARGER THAN 30"X 72".
12. POOL HOURS ARE SEASONAL. A LOCKED GATE INDICATES THE POOL IS CLOSED.

XI – OTHER

- A. The posting of signs, posters, open house, or advertisements within the Resort on any common area including fences, buildings, walls, gates, or road right of way is prohibited unless approved by the Association.
- B. No yard sales, garage sales, or rummage sales, etc. are permitted within the Resort. At its discretion, the Association may host an annual garage sale in which all owners or guests are allowed to participate.
- C. The bulletin board on the left at the Association office is an official bulletin board and is not intended for personal advertising. The bulletin board on the right can be used for personal or informational purposes. Advertisements are limited to an index card size paper and will be removed after 30 days.
- D. Furnishings inside/around common facilities are intended for use at that facility. Tables and chairs may be borrowed, on an "as available" basis, by written request to the Association Office. The borrowing period may not exceed one (1) day in length and the removal and return of such property must be witnessed by Association Office personnel.
- E. Outside construction is allowed only Monday through Saturday, 7 a.m. to 7 p.m. No outside construction permitted on Sundays. All construction debris must be removed from the Resort by the contractor/Owner doing the construction. If placed at the trash bins, a fine of \$100 will be assessed.
- F. Owners wishing to install holiday decorations on Common Areas must obtain prior approval from the Association Manager, who may establish submission requirements such as forms, photographs, or detailed descriptions, as the Manager deems necessary. The Manager may set parameters for decorations, including the dates the decorations may be displayed, as well as their size, type, and location, to ensure the decorations are tasteful and align with community standards. Owners are fully responsible for maintaining their decorations and accept all liability for damage, theft, or deterioration. Approval for decorations in one year or a certain holiday does not guarantee approval for subsequent years or other holidays, as each request will be reviewed on a case-by-case basis. The Manager has the authority to require the removal of any unapproved or noncompliant decorations, with enforcement actions subject to the Association's governing documents.

XII – POLICIES AND PROCEDURES FOR ENFORCEMENT

A. Pursuant to the Association's Governing Documents and the Homeowners Association Act, the Board creates policy based on owner input. Based on this information, the Board crafted these Rules affecting the use of the common areas and Townhouse Parcels. That said, it is not the role of the Board or an individual directors to write citation letters or individually issue notices of violations of these Rules. Such enforcement authority is delegated by the Board to the Association Manager, subject to the limitations provided herein. The Association may implement other specific enforcement procedures as they deem fit provided such procedures comply with these Rules and Regulations, the Association's Governing Documents, and applicable Florida law.

Furthermore, the Board encourages the Association Manager to first seek compliance with these Rules rather than enforcement and issuance of fines or suspensions. Such efforts to seek compliance may be via publication of the Rules, issuance of newsletter, compliance guides for these Rules, distillation or numbered lists including applicable Rules.

B. The Association Manager, or a person designed by the Association Manager, is authorized to issue, or cause to be issued, a Notice of Violation ("Notice") to the owner/occupant of any Townhouse Parcel or their tenants, guests or invitees, or both, for the alleged violation of the By-Laws of the Association, as amended, the Declaration, as amended, and/or any Rules by the Association (collectively "Documents").

C. The Notice shall be served by personal delivery, email, certified mail, or by conspicuously posting the Notice on the affected Townhouse Parcel. The Association Manager is directed to attempt to deliver notice first in the manner that satisfies any legal requirements and second in any other reasonable means that actually gets notice to the owner. The Notice shall include:

- (1) An accurate description of the Townhouse Parcel involved.
- (2) The name or names of the person(s) or entity(s) or their tenants, guests, or invitees in violation upon whom the Notice is served for the violation.
- (3) A statement providing a detailed description of the alleged violation.
- (4) A specification of the provisions and document upon which the Notice is based.
- (5) A specific means and time in which the alleged violation can be cured, if applicable.
- (6) A statement advising that the failure to correct the matter as set forth in the Notice may result in a fine, penalty, forfeiture or deposit, legal action and/or suspension of rights to use the common area and facilities of the Resort.
- (7) The amount of such fine, penalty, and/or suspension if the offending condition or situation is not corrected.
- (8) The Fine Committee hearing date, location, and access information if the hearing by telephone or other electronic means.

E. Per Article IX of the Bylaws, the Board shall appoint a Fine Committee Chairperson. The Fine Committee Chairperson shall then select two additional members to serve on the Fine Committee. The Fine Committee may not consist of any officer, director, or employee of the Association, or the spouse, parent, child, brother, or sister of any officer, director, or employee.

F. The Fine Committee shall attempt to hold meetings at regularly scheduled monthly meetings at a time of its choosing. In the case of a violation that continues from day to day, the original notice and opportunity for a hearing shall apply to any continuing violation(s); i.e., there shall only be a single notice with one opportunity for hearing of a continuing violation. The Fine Committee meetings are not to be noticed or open to the ownership (other than to the alleged violating owner).

G. The hearing before the Fine Committee shall be conducted in the manner deemed appropriate by the Fine Committee. However, both the Association and the alleged violator shall be allowed to speak, submit evidence, and generally be provided due process to prove their cases. Any affected person may appear in person, by counsel, or by agent possessing a power of attorney (provided the agency instrument is provided to the Association for review by its legal counsel at least forty eight (48) hours prior to the hearing)) but may not appear through any other person.

H. At the hearing, the Association shall have the burden of proof and persuasion to validate the Notice, alleged violation, and the proposed fine, forfeiture, and/or suspension. The Fine Committee must vote on whether the alleged occurred, whether the proposed fine, forfeiture, and/or suspension is merited, and should be imposed.

I. The Fine Committee can only vote to approve or reject the fine as proposed in the Notice. The Fine Committee may not modify the fine. The decision to approve or reject the fine shall be announced at the hearing to the affected person, shall be reflected in the minutes of the Fine Committee, and a written notice of same shall be provided to the violator within seven (7) days of the hearing. In the event the Fine Committee does not approve the proposed fine, forfeiture, and/or suspension by majority vote, the fine, forfeiture, and/or suspension shall not be levied. If approved by the Fine Committee, the Association shall impose the fine, and the fine shall be due no sooner than the thirtieth (30th) day following the decision of the Fine Committee being sent by mail or the day after being hand-delivered.

J. Any person violating any of the Documents may be fined up to one hundred dollars (\$100) for the first violation and fifty dollars (\$50) for each day thereafter of a continuing violation. A single notice and opportunity to be heard on one specific type of violation shall not result in a fine in the aggregate exceeding one-thousand dollars (\$1000.00). Among other remedies, the Association may suspend, for a reasonable period of time, the right of a member, or a member's

tenant, guest, or invitee, to use the common areas and facilities when an owner of the townhouse parcel or its occupant, licensee, or invitee has failed to pay their respective monetary obligation to the Association for at least 90 days, subject to the limitations of Section 720.305, Florida Statutes.

K. In the event that it appears the violator cannot not, through no fault of his/her own, be able to rectify the violation within the time period specified, the violator may file a written request with the Fine Committee Chairperson, stating the reasons they have been unable to correct the violation. If reasonable grounds evidencing the delays are shown, the Fine Committee Chairperson is authorized to issue an amended notice authorizing and extension of time not to exceed an additional thirty (30) days within which to complete the correction of the violation. The Board, in exceptional cases and upon written request provided within the thirty (30) day period, may further extend the time within which to correct the violation; however, in no event shall the correction date extend beyond a maximum period of one hundred eighty (180) days from the date of the original notice.

G. A fine of \$1,000 in the aggregate shall become a lien against the appropriate Townhouse Parcel as provided for under FL Statute 720.

H. In any action in which the violation is contested, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred.

XIII – RECORDING POLICY

Recording Rules for Meetings

A. Any Member may Record a Meeting, subject to the following:

1. Any Member desiring to utilize any Equipment for the purpose of Recording a Meeting shall provide not less than seventy-two (72) hours advance written notice to the Board of Directors through the Association Manager.
2. There shall be no Recording of any meeting by a third party (non-Member) without written approval from the Board. Such written approval must be obtained by submitting a written request to the Association Manager at least seventy-two (72) hours in advance of the Meeting to be recorded.
3. The only Equipment which is authorized for use by a Member or an approved third party at any such Meeting is Equipment which does not, in the opinion of the President or the Association Manager, produce distracting sound or light emissions or unreasonably interfere with the ability of other Members to participate in and observe the Meeting.
4. Equipment shall be assembled and placed in position at least fifteen (15) minutes in advance of the commencement of the Meeting. The placement location of the

Equipment is to be determined by the Association Manager or the President at the Meeting, and the Equipment is to remain stationary for the duration of the Meeting.

5. Any Member or approved third party who is Recording a Meeting (the "Recorder") shall not be permitted to move about the Meeting room for any purpose related to Recording.
 6. No Recording of a Meeting may be disseminated in any fashion to any non-Member or posted to any social media platform without the express written consent of the Association Manager in consultation with the Board of Directors.
 7. Upon request, a copy of the Recording must be provided to the Association by the Recorder at the conclusion of the Meeting to be maintained by the Association as part of its records of the Meeting. If the Association has also made a Recording of the same Meeting, the Association Manager may in his or her discretion waive the requirement of adding the third party Recording to the Association's records of the Meeting.
- B. At the commencement of each Meeting, the President or Association Manager shall inform all attendees that the Meeting is being recorded. This notification ensures compliance with privacy laws and maintains transparency.
- C. For purposes of this policy, committee meetings and closed meetings held pursuant to Section 720.303(2)(b) are not considered Meetings as defined herein and may not be recorded.
- D. Enforcement. In the event of a violation of this policy, the Association reserves the right to take appropriate action, which may include but is not limited to:
1. **Denying Access to Recordings:** Any Member or third party found to be in violation of this policy may be denied access to any and all recordings of the Meetings.
 2. **Revocation of Recording Privileges:** The Association may revoke the right of any Member or third party to record future Meetings.
 3. **Seeking Injunctive Relief:** The Association may seek injunctive relief to prevent further violations, including but not limited to filing for a court order to enforce compliance with this policy.
 4. **Monetary Fines and Penalties:** The Association may impose monetary fines and penalties in accordance with the Association's governing documents and applicable Florida Statutes.
 5. **Legal Action:** The Association reserves the right to pursue any other legal remedies available under the law, including but not limited to filing a lawsuit for damages incurred as a result of the violation.

IX – COLLECTION POLICY

- The quarterly assessment for each unit is due ten (10) days after the charge is assessed by the Association. *See Article IX, Declaration.*
- The Association will send a courtesy notice after ten (10) days.
- If the payment is not paid thirty (30) days after the charge is assessed, the Association will send the Owner a Notice of Late Payment as provided in Section 720.3085, *Florida Statutes*. A late fee service charge of twenty-five dollars (\$25.00) shall be added to the account, along with interest in the amount of 1.5% be assessed monthly. *See Article XI, Bylaws.*
- Thirty days after the Notice of Late Payment, the account will be turned over to the legal counsel. The Association shall send a copy of the Notice of Late Payment along with the current account statement to Counsel. *See Article XI, Bylaws.*
- Upon turning over the account to counsel, Counsel will send an Intent to Lien Letter to the Owner as provided in Section 720.3085, *Florida Statutes*. The Owner shall have forty-five (45) days to pay the balance.
- If payment is not received within forty-five (45) days Counsel will file a Claim of Lien, simultaneously with an Intent to Foreclose letter as provided in Section 720.3085, *Florida Statutes*.
- Forty-five (45) days after the Claim of Lien and Intent to Foreclose letters are tendered the delinquent Owner, Counsel shall provide the Association with a foreclosure analysis. The analysis will contain information and a recommendation on the merits and potential for success of a foreclosure.
- The Board shall make a decision based on Counsel's recommendation on whether to file a foreclosure action.
- Upon payment, if a Claim of Lien has been filed, Counsel shall release the lien upon approval from the Association.

Consideration of payment plan – in limited circumstances, the Association may grant an owner past due in paying assessments the opportunity to engage in a payment plan. The details of such a plan will be determined by the board, with the advice of counsel, on a case by case by basis. In no event will a payment plan extend beyond a year to repay the amounts owed in full, and all payment plans will require payment of all current assessments that come due.

Timeline*

Day 1 – 10: Assessment Due

Day 10 – 30: Courtesy Notice

Day 30: Notice of Late Assessment to be Sent

Day 30 – 60: Time to comply with Notice of Late Assessment

Day 60: Account turned over to Counsel, Intent to Lien Sent

Day 60 – 105: Time to comply with Intent to Lien

Day 105: Lien filed, Intent to Foreclose Prepared

Day 105 – 150: Time to comply with Intent to Foreclose

Day 150: Account ripe for Foreclosure, Foreclosure Analysis to be provided from Counsel to Association

XIII – SEVERABILITY

Invalidation of any provision within these rules by legal action shall not affect any and all other provisions, which shall remain in force.

XIV – SUPERSEDING

The provisions of this instrument shall become effective as of the date adopted by the Board. These rules supersede and repeal any prior rules relating to the Resort except any covenant and restrictions and/or rules recorded in the Official Records of Bay County, Florida