



## Rules & Regulations 27 Jan 2025

GVII Rules and Regulations are in addition to and in accordance with Florida Condominium Statutes, the BP GVII Declaration of Condominium and By-Laws, and Bay Point Rules & Regulations.

These Rules & Regulations apply to Owners, Occupants, Tenants, Guests and all other inhabitants of the units. The before mentioned residents must adhere to the Rules and Regulations and all applicable governing documents. Only owners are members of the Association and the Association can only communicate with owners. Fines for violations of tenants and guests are the responsibility of the unit owner (Florida Statutes 718.303).

1. Aerials/Antennae/Awnings: No aerials, antennae or any object may be directly attached to any building. No awning or other projections may be attached to the outside wall of the buildings with the exception of a flagpole, which may be attached to the courtyard fence of the unit (BPIA).
2. Control of dogs and cats: Any dog or cat outside of a building in Golf Villas II must shall be kept on a leash held by the person walking the dog or cat. Owners are required to control their dogs and cats and not permit them to become a nuisance. Dog and cat feces will shall be removed by owners when walking or exercising them (BPIA).
3. Common Elements and Limited Common Elements: ALL areas not inside the walls of your condo are common elements. The area inside your courtyard is a limited common area. Common elements are the property of the association. NO alterations, additions, or deletions to landscaping, hardscaping, etc. are approved without express written consent of the board. The Association may need access to your limited common area for utility or plumbing work. The Association CAM will be the point of contact for access to limited common areas.
4. Construction/remodeling: Submit all permits, along with contractor licenses and insurance to CAM for approval prior to commencement of work.
5. Decks: Certain homes have been granted approval for decks on common areas adjacent to their living space. Deck standards and procedures for requesting board approval are Addendum 1.

6. Emergency Plumbing Repair: In the event of a reported leak affecting a lower or adjacent unit, the owner of the upper or adjacent unit will be notified immediately to rectify the situation. In the event the owner cannot be located or does not act immediately to address the situation, the HOA has emergency authority to access, inspect and repair any leak(s) at the owners expense.
7. Fines: If residents of a unit (owners, renters and/or guests) are found in violation of any condominium rules, the owner will be notified and given the opportunity to correct the violations within three (14) business days. If the violations are not corrected within 3 business days, or if the same occupants repeat the same violation, the owner may be fined up to \$100 per day, up to \$1000. for each violation (FL Statute 718, GVII By-Laws, Addendum 2).
8. Flags: Any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags (Pursuant to FL Statute 718).
9. Garbage Day: Garbage pick-up is once per week, early Thursday am. No garbage cans or refuse containers will be placed outside of courtyards until the night before or the morning of weekly trash removal. Receptacles must be returned to the owner's courtyard that day, or arrangements made with another resident to return receptacle to the appropriate unit.
10. Golf Balls: The HOA is not responsible for the repair of windows broken due to golf balls.
11. Golf Carts: Golf carts are permitted to be parked in the parking lot in the common area between buildings 3 and 4 or in any unnumbered parking space. No golf cart may be parked on any common grassy area either in the front or back of the unit.
12. Grills. Open flame or gas grills are not permitted. (Fire Code). Offending grills will be removed.
13. Gutters: All gutters at GVII have been installed by owners. Once installed, it is the owners responsibility to ensure that they are properly maintained and do not create damage to the building. Gutters must match the surface to which they are attached. Generally, horizontal gutters will match the Golf Villas green, and vertical gutters will match the white walls.
14. Hurricanes & Storms: Please ensure that in the event of a hurricane or other weather situations, items in your courtyards and balconies are secured.
15. Keys and locks: The Association or Bay Point Security shall retain pass-keys to all units (Florida Statutes 718.111(5)(a)). The locks of each unit are not to be changed or altered without providing the Association with the code or a duplicate key. If an owner fails to provide a key or code the Association has the right to enter the unit by any means necessary in the event of an emergency, and at the expense of the owner, to maintain or mitigate further damage to the unit, common element or adjacent unit.

16. Maintenance: Owners are responsible for the maintenance and repair of their own units, to include plumbing, HVAC, electrical systems, as well as their interior and general maintenance. Owners should conduct maintenance and repairs as necessary, using licensed Florida contractors. If after a repair is completed, it is determined that the problem was in a shared or outside line, and not caused by the owner/tenant/guest (ie, flushed wipes, diapers, etc.), the Association will work with the service professional to determine Association responsibility. (GVII Declaration of Condominium).

17. Parking. Each Unit has one (1) assigned parking space. Each unit has an additional free parking space. Three bedroom units are entitled to 2 additional, unassigned parking spots.

18. Parking of Trailers, moving vans, RV's, and the storage of golf carts, ATV's, jet ski's, motorcycles, etc. on or within otherwise permissible vehicles, is prohibited (BPIA). Upon written request, the GVII Association Board may grant a temporary short-term exception to this rule for long weekends and to expedite moving in/out.

19. Passageways: Sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress or regress to and from the units.

20. Pest Control: The condominium association contracts for exterior pest control. service is provided monthly.

21. Property Management: The HOA provides no property management services. A licensed and insured property manager is recommended for owners who cannot oversee the management of their property.

22. Quiet/Work Hours: Quiet Hours are observed from 10:00 pm til 7:00 am. Contractor hours are from 7:00am to 6 pm, Monday - Saturday, not including holidays (BPIA).

23. Rental Units- Owners must have written permission from the GVII Board to utilize a unit as a short-term rental property, due to insurance restrictions. There may at times be a waiting list for short-term rental utilization. For long-term rentals (of 364 days or greater), the unit owner will submit to GVII, the lease, contact information of lessee, and signed confirmation by the lessee, of receipt and understanding of GVII and BPCA Rules and Regulations (GVII Declaration of Condominium).

24. Owners, Occupants, Tenants, Guests and all other inhabitants of the units must adhere to the Rules and Regulations and all other applicable governing documents. Only owners are members of the Association and the Association will not communicate with regard to any unit, to any entity other than the owner. Fines for violations of tenants and guests are the responsibility of the unit owner (Florida Statutes 718.303).

25. Signs and decorations: No sign, advertisement, notice, decoration or other lettering may be exhibited, inscribed, painted or affixed on any part of the limited common elements or common elements including entry doors without prior written consent of the Association (BPIA). An exception is made for holiday wreaths or decoration.

26. Smoke Detectors: Owners are required to install a minimum of one (1) smoke detector in their unit and to maintain one fire extinguisher within the unit. Per Pursuant to local Fire Code, if a unit is used as a rental, there must be 1 fire detector in each bedroom and at least 1 in the common area of the unit (Fire Code).

27. Public Areas: No unit owner will allow anything to fall from the windows or balconies of his or her unit. Nothing shall be hung from windows or balconies or placed on window sills or balcony rails, to include laundry, beach towels, etc.

28. Use of Units: Units are to be used for residential purposes exclusively. No unit may be used for religious, philanthropic, business or manufacturing purposes or for any other use other than as a single family dwelling (BPIA).

29. Water leaks. The Association pays for water service for all units. Owners are required to maintain their inside plumbing and repair leaks at their own expense. The association may act within its right to enter a unit to inspect for water leaks. The owner will be notified to immediately rectify the situation. If the owner fails to address the issue, the Association will have leaks repaired at the owners expense.

30. Wheeled Conveyances: No baby carriages, skateboards, wheeled toys or bicycles, etc. are permitted to stand on the sidewalks, in the parking lots or common areas.

31. Window & Door Treatments: No color other than white may shall be seen when viewing the window of any unit from the outside of the unit when the curtains, shutters, shades or blinds are closed.

## **ADDENDUM 1**

### **BAY POINT GOLF VILLAS II**

#### **Deck Standards**

1. The law and Condominium Documents are quite specific with regard to Condominiums, in that condominiums are defined by the expectation that a high level of standardization will be enforced. Customized yards, courtyards, and landscaping may look great at the moment, but the fact remains that ownership and situations change, and a board in the future may determine that the community is best served by complete landscape standardization and maintenance, and they will have every right to impose that level of standardization on the common areas, and the limited common areas as well. Common areas are all area that is not enclosed in your unit and courtyard. Limited common areas include the area inside your courtyard. Therefore, there is no individual right or entitlement to a deck, as EVERY deck is located on common element.
2. The Board will resume consideration of individual deck proposals once all post Hurricane Michael painting, irrigation and landscape work is completed. All proposals must be submitted to the board in writing and will be considered on a case-by-case basis. The approval of one deck in no way sets a precedent or commits the board to approval of any other deck. It should also be understood that ANY deck approvals may be rescinded by subsequent boards.
3. All requests for decks will comply with the following guidelines:
  1. Decks shall be freestanding and not permanently attached to the building to meet all building code requirements.
  2. Decks will not exceed 10 ft in depth.
  3. Decks will not exceed the height of the existing slab foundation.
  4. Decks will have no fixed handrails, benches, etc., unless required by code due to deck height.
  5. Decks will be located off of living spaces only. No decks will extend beyond the living areas and no decks will extend beneath any other units sleeping areas.
  6. No deck will interfere with an adjacent units or units in an adjacent building's ability to exercise the same option, if approved.

7. The deck must not interfere with landscaping maintainers ability to perform their duties.
  8. Decks will be constructed of wood decking/deck composite materials.
  9. Decks will be natural in color and/or taupe or as approved/determined by the board.
  10. No pagodas, giant umbrellas, or other permanent or semi-permanent fixtures will be attached to any deck.
4. Existing decks that do NOT meet this criteria will be grandfathered UNTIL:
    1. The deck needs to be repaired;
    2. The deck needs to be replaced; or
    3. An adjacent unit/building owner requests that a deck that is interfering with their ability to have an approved deck be rebuilt to comply with standards.
  5. Decks must be maintained to an acceptable standard. The board is the final arbitrer of the standard. Any repairs or maintenance noticed by the board to the owner must be completed within 30 days. The board retains the right to perform any required repair, maintenance, or removal at the owner's expense after this period

## ADDENDUM 2 FLORIDA FINING STRUCTURE

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Violations and Fining Procedures- The Association is empowered by Chapter 718 of the Florida Statutes, to levy fines for violations of the Declarations, Bylaws, Articles of Incorporation, and the Association's rules and regulations (hereinafter collectively referred to as "the Governing Documents"), as they may be amended from time to time. Below are the policies and procedures that apply to imposition of fines and suspensions of use rights for violation of the Governing Documents of the Association.

1. The Board hereby authorizes, directs, and delegates its fine levying authority to the Association Manager to levy a fine and/or suspension of common element amenity use rights (hereinafter collectively referred to as "fines"), upon becoming informed of a violation of any provision of the Governing Documents by an owner, tenant, guest, or invitee. Owners shall be responsible for the actions of their tenants, guests, or invitees as it pertains to fines. The Association Manager or Board of Directors shall not levy a fine unless they determine, in their sole and absolute discretion, that there is at least a reasonable basis to believe that a violation occurred and/or is ongoing. In lieu of the foregoing, the Board, by majority vote, may also direct the Issuance of a fine at any duly noticed meeting. Fines may be levied for a single violation, multiple violations, or one or more continuing violations with a single notice and opportunity for hearing.
2. Prior to imposing a fine or suspending any use rights of an owner or any occupant of the unit for first-time violations of a provision of the Governing Documents, the Association will send a courtesy warning to the owner of the unit to the owner's email address on file requesting that the violation be cured within a certain timeframe, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further or reoccurring violation of the same provision of the Governing Documents will result in the imposition of fines or suspension of use rights. No courtesy warnings will be provided for repeat or re-occurring violations. The Association will provide courtesy warnings by electronic mail only. (Email) The provisions of this paragraph do not apply to an owner's failure to timely pay assessments or related charges.
3. If the violation is not cured within the timeframe specified in a written electronic demand required under Para. 2 above or in the event of a repeat or reoccurring violation, a fine and/or suspension will be noticed by the giving of at least 14 days' notice ("Notice of Intent to Fine") to the person sought to be fined or suspended and, if applicable, to any tenant, licensee, or invitee of the owner, and an opportunity for a hearing before the Fine Compliance Committee. The Notice of Intent to Fine shall be effective when mailed by certified mail return receipt requested, to the address of the unit owner on file with the Association and, as to any tenant, guest, or invitee of the owner, to the Unit address. Owners who have consented to receive notifications from the Association via electronic transmission will receive a courtesy copy of the notice via email.

4. The Notice of Intent to Fine will contain (i) a statement of the date, time, and place of the Fine Compliance Committee hearing; (ii) a statement of the provisions of the Governing Documents which have been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Association may include in the Notice of Intent to Fine any other information it may deem relevant to the violation.

5. If a hearing is held, if the Fine Compliance Committee, by majority vote, does not approve a fine or suspension, it may not be imposed. The role of the Fine Compliance Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If a fine is approved by the Fine Compliance Committee, the fine payment is due 5 days after notice of the approved fine is provided to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner. The Association will provide written notice of such fine and/or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner. Owners who have consented to receive notifications from the Association via electronic transmission will receive a courtesy copy of the notice via email.

6. Owners and, if applicable, any tenant, licensee, or invitee of the unit owner may attend the Fine Compliance Committee hearing remotely.

**7. Fine amounts are limited to \$100 per violation, or, in the event of a continuing violation, of \$100 per day and \$1,000 in the aggregate pursuant to the Florida Statutes.**

8. The Fine Compliance Committee is appointed by the Board and will serve at the pleasure of the Board. It will consist of three members of the Association who hear any specific fine, but additional Committee members may be appointed to ensure that three members are available in the event of the unavailability or a conflict of interest of other Fine Compliance Committee members. A Fine Compliance Committee member shall be deemed to have a conflict of interest and shall not serve on the panel to hear a fine if he or she (i) has a financial stake in the outcome of the fine hearing unique from the membership at large, (ii) is either the complainant or the person who may be subject to the fine, (iii) is related to either the complainant or the person who may be subject to the fine, or (iv) feels that he or she cannot be impartial for any other reason.

9. Decisions of the Fine Compliance Committee are final and are not subject to appeal to the Board of Directors.

10. Remedies of the Association for any violation are cumulative. Together with or in lieu of fines, the Association may pursue enforcement through any equitable or legal remedies available at law or by contract

This is a substantial rewording of the Rules and Regulations.

Amended, Approved and Reinstated by the Board of Directors on this date 29 Jan 2025.