



**Boardwalk Condominium Association, Inc.
Rules and Regulations - 2020**

The Boardwalk Condominiums Rules and Regulations will be **enforced in accordance with the Florida Condominium Act found in Chapter 718 of the Florida Statutes.** The Rules and Regulations adopted by the Association are binding on all unit owners, renters, tenants, and guests. Unit owners have the burden to ensure that these rules and regulations are properly communicated and observed by their families, renters, tenants, and guests. **The Rules and Regulations are posted to the Boardwalk website and are recorded with the Escambia County Clerk's Official Records Department.**

**GENERAL RULES AND REGULATIONS
SECTION I**

1) ASSESSMENTS

Monthly assessments are set during the budget process and are typically effective January of each year. *Per Declaration of Condominium of the Boardwalk Section 7.2 as Amended on September 14, 1988,* Assessments are due on the first of each month and are considered **late after the 15th of the month.** All payments received, shall be applied first to penalty and interest, other costs/fees and then to principal. *Amended on December 15, 1993,* **a late fee of \$15 per month for each month** not paid in full. The Declaration is silent to interest, therefore the Florida Statutes Chapter 718 govern. Florida Statute 718.116(3)" ... if no rate provided in the declaration, **interest accrues at the rate of 18 percent per year"**

2) NOTICE TO CURE, FINES AND REMOVAL

Per By-Law Amendment filed January 15, 2016 in the Official Records, the owner will receive a **Notice to Cure with 10 days to remedy the violation.** Failure to remedy the violation can result in a fine assessed of **\$25 per day to a maximum of \$500 per violation.**

Per Declaration 15.3, the failure of the Association to enforce any covenant, restriction or other provision of the governing documents **does not constitute a waiver of the right to do so thereafter.**

The Association reserves the right to remove, at the owner's expense, any items that remain in violation.

3) RESPONSIBILITY OF OVERSIGHT

A. Minors - An owner's family members and friends, who are **minors**, may not occupy or utilize a unit or the facilities **without direct approval from the owner.** Occupancy of a unit by

minors, who are not family members of the owner, will require the residency within that unit of one adult parent of one of the minors present. This adult must sign the rental contract and assume responsibility for the conduct of those occupying the unit.

- B. Three or more unrelated adults - **Occupancy of a unit by three or more unrelated adults is prohibited.**
- C. The **owner relinquishes the right to use the common areas when his unit is occupied** by a renter.

4) **NOISE AND DISRUPTION**

- A. Noise - Owners and occupants will ensure that their units are not used in any manner that will disturb other residents or the general enjoyment of the condominium property. Owners and occupants will not allow any disturbing noises from either inside or outside of the unit that may interfere with the rights of other residents or prevent other residents from enjoying the use of their units. **Disturbing noises include, but are not limited to, banging on walls and floors, loud or vulgar voices, loud music, radio, television, or obnoxious drunken activity.**
- B. Quiet Time - **Quiet time begins at 10 PM.** All residents must ensure that all sound coming from inside or outside their unit after 10 PM is of a low enough volume as to not interfere with the neighbor's ability to relax or sleep.
- C. Cigarette Smoking – While it is difficult to draft a rule that expressly regulates or eliminates cigarette and other types of smoking, **it is the intent of Board that smoking will not interfere with the peaceful enjoyment of the limited common areas.** It is expected that all owners, renters and guest will respect the clean and serene environment by cleaning out ash trays to eliminate smell and appearance, dispose of cigarette butts appropriately and respect the health and enjoyment of nearby and outdoor neighbors.

5) **UNIT ACCESS**

- A. Owners must ensure that the Manager has a key for their entrance level doors. Keyless or digital locks are permitted; however, **management must have a current code at all times.** It is preferred that all locks have a hard key component. In the event that management does not have immediate access, owners are responsible for the cost to rekey or any damage caused and could include a Notice to Cure fine for non-compliance.
- B. Installation of added security locks or a security system requires Board approval.

6) **ALTERATION , IMPROVEMENT, ADDITIONS AND AMENETIES**

Per Declaration 6.1(c), **approval for alterations and improvements must be requested in writing from the Board of Directors.** It is assumed that items not covered in the governing documents but are considered an improvement, addition or amenity also requires Board approval. This applies to inside the unit and to limited common areas.

7) EXTERIOR UNIFORMITY AND APPEARANCE

- A. Surf and Paddle boards, Kayaks, Bikes, Hammocks, Swings – All recreational items, including but not limited to, surf and paddle boards, and bikes, must be maintained and in working order. Worn out, broken, or tattered items are to be removed from the property. **All items kept outside and visible must be neatly stored.** Items can be properly mounted on the ground level walls and pilings. “Boards/kayaks” are limited to 2 total stored outside. Items cannot be mounted on partitions. Hammocks must be self-hanging. Hammocks are allowed on the ground level and lower balcony. **Bench swings may be mounted to the ceiling on the ground level but require inspection by the Manager.** Owners are responsible for the safety, security and liability of their belongings. All other recreational items, including but not limited to fishing poles, sand buckets, toys, etc, must be neatly stored.
- B. Ceiling fans, TV mounting (TV size is limited to 55 inches or smaller) and security cameras are permitted and should be **discussed with management before attaching.** Decorative items to be attached to the outside walls require the consent management and communication to the Board. Except where permitted, no equipment or materials of any kind are to be attached to the exterior walls, ceilings, doors or windows.
- C. Additional furniture - entertainment table tops such as a “bar”, ping pong table, or portable washing stations are permitted assuming **light weight or on wheels**, easily moveable and will not cause damage to the outside walls during storm conditions. Items that fall outside this limited category must be approved by the Board.
- D. Signs and flags - **No signs or wall hangings** may be displayed except by express approval of the Board or designee, such as management. Nothing may detract from the exterior appears of the building. “For Sale” or “For Rent” signs are not allowed. **One American flag** may be properly displayed from a pole in a respectful manner. **Blue Angel flags** are permitted during the designated Blue Angel week. No other flags or banners may be displayed.
- E. Plants -Hanging plants may be hung from the balconies provided that they do not create an eyesore and are maintained in living condition. **Planters are allowed on the decks but should be limited in size to a maximum of 50 pounds and not accumulate to an excessive amount.**
- F. Balconies, railings, terraces, and stairways are **not to be used for hanging of bathing suits, towels, garments, rugs, and other objects.**
- G. Clear Walkways - **No storage of any kind is permitted to block walkways, stairways or breezeways.** No outside garbage containers are allowed.
- H. Trash - No trash, refuse or containers are to be left outside. **Trash must be promptly and properly disposed of in the dumpsters.** Recycle dumpsters are provided. Large dumpster items must be broken down before disposing. **Items should not be left on the outside or next to the dumpsters.** Dumpsters are for condominium property trash and recycle only.
- I. Landscape and beachfront - No plantings are to be added to or removed from the landscaped or beachfront areas without Board approval. The addition of mulch, pine straw, rock, ground covers, brick pavers or other materials is not permitted. **Personal items cannot be stored, stacked or parked on landscape or beachfront areas.** Personal items should be kept under or in the owners unit.

- J. Windows, Sliding Doors and Drapery – All windows and doors, if covered, shall be covered with curtains or blinds that are **backed in white** to maintain a uniform and pleasing appearance. (Declaration 8.7) .
- K. Communication equipment – **No antennas or receivers** are allowed to be affixed to the building.
- L. Lighting – **Colored lights are not permissible** with the exception of red, white and blue for both the July 4th celebration and the Blue Angels week and festive lights are permissible for the Christmas season. Additional **personal white lighting** is permissible if it is not overwhelming or bothersome to the neighboring unit and is only **permitted on the ground floor**.
- M. Common areas and Limited common areas – These areas are expected to be kept neat, organized and of pleasing visible appearance. It is expected that limited common areas will have personal amenities such as patio furniture, beach toys, grills/cookers, that are considered **temporary in nature, not in excess, on wheels if exceeds 250 pounds, and easily removed from the complex due to storm surge or high winds**. Hot tubs and personal swimming pools are not allowed. No parking of personal watercraft or other vehicle types on wood decking.
- N. Beachfront – Personal items are not to be left for extended overnight periods. Trash is to be picked up after personal time at the beach. Beach life is in close proximity to others, please refrain from excessive smoking, cursing and loud music to allow others to enjoy their beach space. **Fireworks are not allowed on the beachfront, pier or within the complex**.
- O. Pier – Pier use is for owners and renters only. Any guests must be accompanied by an owner. **No mooring is permitted per the Escambia County Fire Code**. Dogs are not permitted. No fish cleaning on the pier nor fish carcasses disposed in the water.

8) WATERBEDS

No waterbeds or liquid gel beds are allowed in units.

9) OUTDOOR COOKING

Charcoal grills and smokers are not to be used while on wood decking or under unit. When used, they must be on the sand or on the asphalt. **Grills must be attended at all times**.

10) POOL RULES

A shower rinse to remove sand and salt before entering the pool area if required. **No glass items, gum, or food items are permitted in the pool enclosure**. Drinks in cans or **plastic cups are allowed** in the pool enclosure but not within 4 feet of the pool. Children under 12 are not permitted in the pool enclosure without adult supervision. **No infants in diapers** are allowed to use the pool. No animals are allowed within the pool enclosure. No running, diving, pushing, horseplay or rowdy conduct is allowed within the pool enclosure. **No smoking**. The pool **opens at 10AM and closes at 10 PM**.

11) CLUBHOUSE RULES

The clubhouse may be reserved through the Manager's office. A \$200 deposit will be required for each use. The deposit will be returned after inspection of the facilities and deductions made for any damage repairs or cleaning that may be required. **Reservation and use of the clubhouse is for the exclusive use and enjoyment by owners.** It is not available to reserve by renters or guests.

Use of the clubhouse does not include exclusive use of the pool, beach, patio, volleyball court, or other common areas. **Activities in the clubhouse must be discontinued by 10 PM.** All cleaning and trash disposal should be completed as soon as possible. The clubhouse must be vacated and locked by 11PM. NO smoking in the clubhouse.

Parking in front of the clubhouse for loading and unloading will be limited to 15 minutes for each vehicle. Guest parking and adherence to the condominium parking rules is the responsibility of the individual reserving and using the clubhouse.

12) **TOWING**

Parking in the streetway of the complex, under a unit not assigned you or parking extending into the street will be cause for towing the vehicle or boat from the area at the expense of the owner. An accident involving a vehicle or boat extending into the street or parked in the street will be considered to be the fault of the incorrectly parked vehicle or boat owner.

- A. The Association has the authority to contract with a towing company for exclusive rights to assist with parking enforcement within the complex. **The Manager or designee will be responsible to engage the towing company.**
- B. The parking of residential trailers, motor homes or campers requires specific Board approval.
- C. No maintenance of any vehicles, boats, or trailers is allowed within the complex.

13) **EMERGENCY REPAIRS**

Emergency or after hours repairs are needed from time to time. **The protocol is always to call management first.** Should an owner call a “plumber” without first contacting management or their designee (ie: maintenance man), the invoice for repair is the responsibility of the owner. If the owner believes it is the Association’s responsibility, the matter can be taken up at the next available Board meeting. The Board can deny payment for a variety of reasons, including not following protocol or unreasonable expense or remedy.

RENTAL POLICY SECTION II

The Boardwalk has a growing percentage of rental units available, therefore, it is important to the Board to have guidance that governs rental activity to ensure the Rules and Regulations are properly followed and to protect the peaceful living of owner occupied units.

The Community Association **Manager (CAM) has no responsibility to assist owners with issues associated with rental activity.** The Manager has permission to provide an owner's personal contact information to a renter with issues who claims/appears to be associated with your unit.

- A. Rental Agency – the owner has the responsibility to **inform the Boardwalk Manager of the rental agency or property management company** used for advertising and managing their unit, to include any online services or offsite companies.
- B. **Owners have the responsibility to post the Rules and Regulations in a conspicuous place** within the unit. It is also expected that owners **will provide the rules to their rental agents.**
- C. Long-term rentals – Owners are responsible to **provide the Manager of pertinent information about the long-term rental** such as, names of all individuals to reside in the unit, vehicle information for all, contact information, and lease terms.
- D. Forms can and will be used to assist in collecting and communicating information about rental activities. Forms will be posted to the Boardwalk website and should be completed and returned to the Boardwalk email.

VEHICLE, BOAT AND PERSONAL WATERCRAFT PARKING POLICY SECTION III

- A. General – **Vehicles, boats and watercraft parked at a unit must be kept within the parking area, between the white lines, designated for that unit.** Vehicles, boats and personal watercraft are to be parked only in the specific areas assigned to each unit or in the overflow or temporary parking areas. The overflow vehicle areas are south and west of Building A and west of Building F.
- B. **Watercraft temporary parking is located west of Building A.** No vehicles, boats, boat trailers or watercrafts will be allowed to extend into the roadway. **Parking is not allowed in the streets and roadways within the complex.** Driving speed is limited to 5 mph within the complex. Vehicles, boats and trailers that are too large to stay within the designated parking areas are not allowed to remain in the complex. No vehicle, boat or trailer is to be placed on blocks or otherwise rendered inoperable and kept within the complex. Any vehicle, boat, or trailer not currently licensed or not operable will be considered abandoned and subject to towing or disposal at the owner's expense.
- C. Watercraft - Boats and personal watercraft must be on a working trailer. **Temporary parking is on**

the west end of Building A spaces 1-4. Boats, boat trailers and other personal watercraft can be parked in the designated watercraft area but for no more than 30 days. **After 30 days the watercraft will be towed at the owner's expense.** All watercraft and trailers must be registered with the Manager when brought into the complex.

PET POLICY SECTION IV

The purpose of these rules is to establish reasonable requirements for shared living as it relates to pets. Specifically, this policy outlines rules of pet ownership in order to provide a safe and sanitary environment for Boardwalk Condominium unit owners, unit renters, and the public.

Disabled individuals, including renters, may have a **service animal** (this does not include emotional support animals) in their units provided they have secured permission from the owner and communicated necessary information to management.

Stray or injured animals shall be reported to the local animal control authority for rescue.

RESIDENTS ARE RESPONSIBLE FOR PETS IN THEIR UNITS.

Guests and renters are not permitted to bring pets onto the property. It is the responsibility of the unit owner to ensure their guests or renters do not bring pets onto the property or into the unit. No pets are permitted on the property without prior approval of the Board of Directors.

Pet owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet.

A. Application and Board Approval -

Unit owners must complete a Pet Application Form before bringing a pet onto the property or into a unit. A current photograph is required to accompany the application. Dog owners must include an updated shot record and license number. At the time of application, the property Manager will provide a copy of this policy to the unit owner for review and signature. The Pet Application will be provided to the Board of Directors for a vote and approval during its next scheduled meeting.

B. Number, weight and type of Pets -

- Each unit owner is permitted a total of **two pets**;
- Dogs* must be **less than 40 pounds full grown**;
- Dogs must **not be on the attack dog** list at the time of application.
- **Other approved animals** include: cats, rabbits, birds, and small caged animals (limited to guinea pigs, hamsters, gerbils, ferrets).
- A unit owner that has more than the new maximum number of pets on 4/25/2018 shall be

“grandfathered” in, provided the unit owner has secured approval of his/her **pets prior to April 25, 2018**. These owners shall follow the previous pet policy (did not limit number, size, or breed). Replacement of pets will be limited to the current rules and restrictions.

C. Restrictions

- Pets shall not be kept, bred, or used for any commercial purpose.
- Pets must be confined to the pet owner’s unit and must **not be allowed to roam free or be tethered**. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
- **Persons who walk pets are responsible for immediate clean up after their animals** and discarding securely bagged pet droppings in the dumpsters. Cat litter may not be disposed of in toilets.

D. Damage and Responsibility

- **Pet owners are responsible for any damage caused by their pets**. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
- **No pet shall be allowed to become a nuisance** or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - Pets whose unruly behavior causes personal injury or property damage;
 - Pets who make noise continuously and/or incessantly to the disturbance of any person at any time of day or night;
 - Pets in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash or in a pet carrier;
 - Pets that relieve themselves on walls or floors of common areas;
 - Pets that exhibit aggressive or other dangerous or potentially dangerous behavior;
 - Pets that are conspicuously unclean or parasite infested.

E. Enforcement

Unit owners found in **violation of the pet rules will be notified in writing by Management**.

Unauthorized pets on premises: If an unauthorized pet is located on the property without prior approval, the unit owner responsible for that pet (the assumption is that the pet is owned by a guest) will immediately be fined \$200 for the infraction. If the pet is not removed the day the owner is notified of the violation, the owner will incur a fee of \$50/day until the pet is removed from the property.

Owner without pet application: The owner will be **fined \$200 immediately** and will have 2 business days to submit an application for approval. Should the application be denied, the pet must be removed immediately, **or \$50/day fines will begin**.

Nuisances or disturbances: The Board of Directors may require the permanent removal of any pet if such pet is determined by the Board to be a nuisance or a danger to the community and its residents. If so determined, the pet owner will have five (5) days to remove the pet from the premises.

Fines for violations: The Board of Directors has the **authority to assess and collect fines** for violations of the condominium rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

Current List of Breeds of Dogs considered “attack” type dogs: Pit Bulls & Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Siberian Huskies, Wolf-hybrids
