

# **RULES AND REGULATIONS**

## **Section 1 ALTERATION AND REPAIR OF UNIT PARCEL:**

Unit owners are reminded that any alteration and repair of any unit parcel is the responsibility of the Association, except for the interior of the units. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the written approval of the Board of Directors.

## **Section 2 AIR CONDITIONING EQUIPMENT:**

Air conditioning equipment, both internal and external, is the responsibility of the unit owner(s). If the external equipment requires replacement, it shall be replaced by equipment compatible in appearance to those installed on that building.

## **Section 3 ANIMALS:**

NO pets are allowed in or on Bahia Vista Gulf property.

## **Section 4 BEACH:**

The beach to the high water line is the property of the condominium. Pool and deck furniture shall NOT be removed to the beach. Each person is responsible for cleaning up their own litter each day.

## **Section 5 BIKES:**

No bikes, skateboards or similar items shall be ridden on walkways, driveways or pool areas, except to exit/enter from Tarpon Center through driveways.

## **Section 6. BULLETIN BOARDS, ADVERTISEMENTS AND POSTERS:**

Bulletin boards in the mail room and/or laundry rooms are for official notices. Only the boards marked for "Personal Notices" are an exception but should be used with discretion.

## **Section 7. CHILDREN:**

Owners, guests, or renters shall be responsible for the good behavior of their children of any age. One adult must always accompany a child under twelve (12) years of age in the pool and dock areas.

### **Section 8. CLUB HOUSE:**

The Club House is available for use for private parties, by Owners and Renters. Prior approval must be given by the Social committee. There will be a \$50.00 fee. Such reservations must be noted on the Clubhouse calendar.

- a. Private parties will not exceed 60 persons in attendance.
- b. Furniture must be put back the way it was found. Furniture cannot be taken out of the Clubhouse.
- c. Renters must be sponsored by an owner to reserve the Clubhouse for private parties. The owner will be responsible in case of damage to the premises.
- d. Cleanup: People using Clubhouse must do their own cleanup or arrange for and pay the staff for cleaning. All food must be removed immediately after party and final cleanup finished not later than 10:00 AM of the following day. Upon a satisfactory inspection, the fee will be returned.

### **Section 9. EMERGENCIES:**

Any emergencies such as plumbing, laundry equipment, pool failure, etc. should be reported to the Management Company, Maintenance Staff or any Board Member. Do not contact your plumber directly, as the owner will be responsible for any charges incurred.

### **Section 10. FINANCIAL RESPONSIBILITY:**

All unit owners shall be financially responsible for loss or damage to condominium property incurred by themselves or their guests or by their renters or renters' guests.

### **Section 11. GARBAGE AND TRASH**

All garbage shall be enclosed in plastic garbage bags and tied shut before placing in garbage bins. Recycled items are NOT to be placed in plastic bags, but rather to be placed individually in recycle containers.

### **Section 12. INGRESS OR EGRESS:**

No person shall obstruct the common way of ingress or egress to the other units or the common elements. This includes walkways, entrances, exits and parking area.

### **Section 13. LAUNDRY:**

Laundry facilities are for the use of owners, guests and renters only. Remove laundry promptly upon completion of operation. Keep areas clean and remove lint from dryers.

### **Section 14. GRILLS:**

Gas grills or charcoal grills may not be used within 10 feet of the buildings. You must not leave hot grills unattended.

**Section 15. NAMEPLATES OR SIGNS ON UNITS:**

Owner's unit numbers must be consistent in appearance with their neighbors. No signs, flags or other items shall be affixed on or to the property unless approval is secured from the Board of Directors.

**Section 16. NOISE:**

All persons shall control all sound making equipment, including radio, TV, Stereo, etc. to the extent that the sound shall be audible only in their respective units.

**Section 17. OCCUPANTS:**

All owners who lease, rent or lend their unit to others shall make a copy of these rules and regulations available to their occupants, and it is the owner's responsibility to see that the occupants adhere to them.

**Section 18. PARKING AND SAFE DRIVING:**

Motor vehicles shall be parked in each units' designated numbered space. Guests shall be parked in the designated guest space. Safe driving must be observed by everyone on the common grounds. The speed limit is 5 miles per hour. Do not park vehicles so they project into the driveway. There shall be NO RV's or campers parked on the premises. All cars on Bahia Vista Gulf Property **must** be properly tagged. No car washing is allowed on premises.

**Section 19. PLANTS AND SHRUBS:**

No person shall plant, prune, trim, cultivate or fertilize any of the trees or shrubs on the common grounds without permission from the Grounds Committee.

**Section 20. PLUMBING:**

Toilets and other plumbing shall not be used for any other purpose than those for which they are designed. No wet wipes, make-up wipes, cotton balls, paper towels, sanitary products/napkins or diapers or other similar items are to be put down any drain. The cost of any damage resulting from misuse shall be borne by the owner and will be subject to an additional fee of \$100.00.

**Section 21. POOL:**

The pool is operated under the supervision and jurisdiction of the Sarasota County Board of Health. For the protection of all, the regulations must be strictly observed. They have been established to assure safe and sanitary operation of the pool facilities. All persons are to obey the rules, regulations and instructions at all times.

- a) All owners / renters / guests MUST wear pool tags/wristbands or have them in plain sight at all times while at the pool.
- b) All bathers must shower immediately before entering the pool.
- c) Swimmers shall wear bathing attire when using the pool. Swim diapers are required when needed.
- d) In order to prevent pool contamination and to ensure the health and safety of all bathers, NO glass allowed in the pool area. Keep all beverages four (4) feet from the pools edge. Food is allowed on the top deck ONLY. For the same reasons spitting, rough-housing and horse play are prohibited in the pool area.
- e) No air-inflated tubes, toys or balls or other such paraphernalia shall be allowed in the pool. Nothing should interfere with other bathers' use of the pool.
- f) All children under twelve (12) years of age must be supervised by an adult at all times.
- g) NO SMOKING in gated pool area or sunset deck areas
- h) Please close all umbrellas upon leaving the pool and decks.

**Section 22. RAILINGS:**

Lanais, porches, balconies and railings are not to be used for drying clothes. Drying racks may be used for towels or bathing suits, but not your laundry at any time.

**Section 23. RECREATIONAL AREAS:**

The recreational areas are restricted to the use of owners, their guests and Renters.

**Section 24. REGISTRATION:**

For security purposes, all guests and renters must register with the Management Company, with dates of arrival and departure. Forms are available on the Argus website or in the main mailroom.

**Section 25. SOLICITING:**

Commercial soliciting within the premises for any purpose is prohibited. Violations should be reported at once to the Management Company.

## **Section 26. RENTAL OF UNITS:**

Bahia Vista is a single family community providing for the enjoyment of the unit owners. Though units may be rented the rights of unit owners shall be given greater consideration than renters when a conflict arises. Renters are expected to exercise care and consideration in the use of the property, its furnishings and equipment as well as the common grounds.

- a)** No unit owner shall lease their unit for a period less than 30 days. Owners shall notify the Management Company of the name and address of the renters and the dates of occupancy and assure that the renters are fully informed of our Rules and Regulations which apply. Any violation will result in a fine of \$50 to the owners.
- b)** Renters shall not have more than six permanent occupants in a two bedroom unit or more than four permanent occupants in a one bedroom unit.
- c)** The Association may require an owner to terminate a lease prior to its expiration, for cause, such as abuse of the unit, it's furnishings or equipment, failure to comply with the Rules and Regulations, conduct offensive to unit owners or their guests, abuse of the common elements, or any misrepresentation.
- d)** A unit owner is responsible for the actions of all occupants and guests of their unit.
- e)** The owner agrees to pay all necessary costs incurred by the Association in enforcing legal proceedings, the terms of their lease, the Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws or the Rules or Regulations, including attorney's fees.
- f)** Any transaction which does not comply with these provisions or which is disapproved is void, unless or until subsequent Association approval is obtained. Anyone occupying a unit under a void transfer is a trespasser and is subject to ejection from the Association premises.
- g)** A unit owner who rents their unit to another, relinquishes all rights to usage of the common elements during that rental time period.

## **Section 27. MAINTENANCE, REPAIR and RESPONSIBILITIES**

The Association agrees to deliver the building's plumbing and electrical systems in working order to the Owner. The Association agrees that it will be responsible for the maintenance of the structure. The Association further agrees to maintain the exterior of the Owner's premises, the parking lots, grounds and all internal elements of the plumbing and electrical systems which are not exposed, or accessible to, the Owners, except that the Association shall not be required to maintain or replace windows, doors and finish flooring. The Association shall not be required to repair any damages that are caused by the negligent acts, omissions and/or neglect of the Owner.

This means the Association will not pay for any damage to any Owner's property, real or personal, unless described above, regardless of the cause.

If the Owner's premises, or any part thereof, is damaged or destroyed by fire, water, electricity or other casualty, the Owner shall give prompt notice to the Association. In the event the casualty is the result of the act, omission, neglect or is otherwise caused by or attributable to the Owner, its Agents, Officers, Employees, or Contractors, the Owner shall be responsible for any, and all loss, injury, and damage occasioned thereby and shall immediately commence at the Owner's own cost and expense, the repair and restoration of the Owner's premises and any part of the building damaged thereby.

## **Section 28. COMPLAINTS, SUGGESTIONS AND RECOMMENDATIONS**

All complaints, suggestions, and recommendations should be in writing, dated, signed and submitted to the President or Secretary five days prior to the Board Meeting or Annual Meeting. The Board President will grant permission to speak on these items at an appropriate time as the President determines.

### **UPON LEAVING YOUR UNIT FOR SEASON OR EVEN A SHORT BREAK**

- 1.** All furniture and any other objects must be removed from the lanais. Upon a hurricane warning for our area, any items that have to be removed by our staff will result in a \$50.00 charge to the owner for placing these items inside your unit.
- 2.** Turn off the water to your unit
- 3.** Have someone check your interior on a regular schedule, to be sure everything is in good working order, and no leaks have occurred
- 4.** The Air Conditioner needs to be left on and turned down to 80 degrees or cooler.