

Hideaway Bay Beach Club Condominium Association
Rules and Regulations
Adopted July 31, 2021

A copy of these Rules and Regulations must be kept available in each unit for tenants and/or guests. It is the responsibility of each unit owner/resident to be aware of these rules and regulations, and when violations may endanger others, immediately notify the Hideaway Caretaker of the situation. Observed violations should be addressed in writing to the Community Association Manager Edward Olson at Edward@sunstatemanagement.com.

HBBC Rules and Regulations are intended to respect the rights of owners, renters, and guests as to the quiet enjoyment of our private island community. They are also intended to protect everyone's safety and to maintain Hideaway property. It is not possible to anticipate every scenario that might arise, therefore the Board and Management reserve the right to rule on situations that may violate the "intent" of the approved rules and regulations.

POOL

1. Use of the pool is at a swimmer's own risk. There is no lifeguard on duty. Minors (under age 16) must be accompanied by a responsible adult.
2. Pool hours are 10 AM to sunset.
3. Smoking is not permitted in pool area.
4. Pets are not allowed in the pool area.
5. Diving is not permitted.
6. Glass, food, and beverages are not permitted in the pool area.
7. Swim diapers are required for children that are not toilet trained.
8. Pool furniture must be covered with a towel when using lotions or oils.

UTILITY CARTS

Utility carts are provided for the unit occupant's convenience for hauling baggage, groceries, and small items to and from the ferry. **Utility carts must be returned to the dock immediately after use.** The carts may not be taken to the beach or removed from Hideaway Bay Beach Club Property. On the mainland side, the carts are NOT to be taken to the parking lot.

PETS

Only owners are allowed to bring pets on Association property. **Renters and guests are not allowed to bring pets on Association property.** The only exception to this policy is to accommodate properly certified and documented service animals. Permission must be secured from the property owner and manager prior to arrival.

Pet owners are required to keep their pets under control, leashed at all times, and must clean up after them.

Management will take all steps necessary to remove any pet that has been determined to be a nuisance.

TRASH

All trash, dog waste bags, and small garbage bags must be secured into a TIED plastic tall kitchen trash bag and placed in the lattice trash receptacles. **Trash may not be set out after 3 PM. The trash pickup service is only for trash generated by the occupants at Hideaway.**

It is the responsibility of the homeowner to bring all bulk trash items to the mainland dumpster area. Large items may require a private ferry run, which needs to be arranged with the caretaker. The owner must fill out the Bulk Pick Up form (available from the Caretaker or HBBC website), take the item(s) over to the parking lot, and place them next to the dumpster for bulk pickup. The caretaker will call Waste Management and the owner will be billed for the removal charge.

FERRY, DOCKS, and BOATS

1. Renters will not be granted access to the ferry or dock without showing the ferry pass/rental agreement each time they board the ferry. The ferry pass/rental agreement must be emailed to both the caretaker (hbhc2015@yahoo.com) and the management company (Edward@sunstatemanagement.com) prior to guest's arrival.
2. No visitors, including guests and contracted workers, will be granted access to the ferry or dock without prior notification to the caretaker. They must also be added to the visitor's log.
3. Special runs may be arranged with the caretaker 24 hours in advance of the desired run. Special runs will only be accepted at times that fall within the day's routine ferry hours. A cost of \$35 will be billed to the unit owner.
4. Boats may be moored at the docks only by a Hideaway unit occupant. It is the boat owner's responsibility to stay within the submerged land lease: space from dock + hull length + any protrusion cannot exceed 27 ft. in total length.
5. Upon arrival, boat owners must check in at the caretaker's office to register their boat. Boat slips are available on a first come/first served basis. A line across a dock space means a boater will be returning and the space is reserved. Federal and state regulations do not permit tying up behind the docks.
6. Use of the docks is AT A BOATER'S OWN RISK.

WEAPONS and WILDLIFE

No weapons of any kind are allowed on HBBC common property.

Wildlife must not be fed or mistreated. Feeding wildlife causes them to relate to humans and could become a danger.

NOISE

In consideration of the residential nature of our condominium, loud or objectionable noise, including electronically amplified sound, is not permitted between 11:00 PM and 8:00 AM.

MAINLAND PARKING AREA

Our mainland parking area has 73 lined spaces for 102 units and is limited to servicing the occupants of HBBC. All vehicles on Hideaway property must have a valid HBBC parking permit. A supply of the parking permit forms will be maintained at the captain's office and at marked stations in the mainland parking lot area.

1. PARKING GUIDELINES

- A. Vehicles are to be parked within the marked spaces.
- B. The number of vehicles allowed per unit at any one time is limited to two.
- C. Owner's must display the issued parking decal on the right side at the bottom of the rear window.
- D. Service vehicles are to be parked outside the fenced parking area at all times.
- E. Short or long term storage of vehicles, trailers, or other items upon HBBC property is prohibited.

2. PARKING RESTRICTIONS

Restricted from being parked in the parking lot are boat trailers, box trailers, flat bed trailers, campers, recreational vehicles, and any other vehicle, trailer or item deemed by the caretaker or management to be oversized or inappropriate for the parking lot.

Exceptions to the above restrictions may be made at the discretion of the BOD upon written request by an HBBC owner. Each exception granted by the BOD may be revoked or suspended at any time by the BOD consistent with parking needs due to seasonal demands for parking spaces, a vehicle owner/operator being non-compliant with parking guidelines or any other reason deemed appropriate by the BOD. If an exception is revoked or suspended, the vehicle owner/operator will have five (5) days to become compliant. If the vehicle owner/operator does not become compliant with five (5) days the vehicle will be subject to being towed at the vehicle owner's/operator's expense.

3. VEHICLES WITHOUT HBBC PARKING PERMITS

Upon arrival on HBBC property, a two-part parking permit form (available at marked stations) shall be obtained and filled out by the vehicle operator. The top portion shall be displayed on the front left dashboard in a position that is easily viewed through the windshield. The bottom portion is to be hand delivered to the ferry captain or caretaker's office as soon as possible. The bottom portion will be used by HBBC to confirm that a vehicle is properly permitted. If the bottom portion is not submitted, falsified, or incomplete, the permit may be considered invalid.

4 ENFORCEMENTS

- A. Final decisions on the towing and/or removal of any vehicle from HBBC property will be made by the Hideaway Condominium Association Manager (CAM) or designee.
- B. Vehicles towed or removed from HBBC property will be by a licensed towing service.
- C. Contact information for the towing services will be displayed in the parking lot.
- D. All towing, storage, and other miscellaneous fees incurred by the towing company as the result of a vehicle being towed or removed from HBBC property will be the responsibility of the operator/registered owner of the vehicle.

FIRE ALARMS

Fire alarms are not to be touched except to report a fire. Children should be educated about the alarms and warned not to touch them except in the case of an emergency.

BEACH, BOARDWALKS, PONDS, FISH CLEANING and BBQ AREAS

1. Open fires are NOT permitted on the beach, grounds, or docks.
2. The fish cleaning tables and BBQ grill are to be thoroughly cleaned after each use. Fish parts should be thrown into the water for the crabs to eat.
3. The use of BBQ grills on the condo decks or under the units is NOT permitted.
4. Swimming is not allowed in the ponds.
5. Items shall not be left on the HBBC beach overnight or they may be subject to removal.

GOLF CARTS (INCLUDING MOTORIZED VEHICLES/BIKES)

1. Golf carts are to be operated only on association roadways.
2. Golf carts, if driven at night, must be equipped with headlights.
3. Anyone operating a golf cart/motorized vehicle/bike must be 16 years or older.
4. Golf carts should not be connected to a charger for more than 24 hours or overnight as this can present a fire hazard.
5. **Owners, renters, and guests shall operate only golf carts powered by electric motors upon the grounds of Hideaway Bay Beach Club. Any other type of motorized vehicle operated by an owner, renter, or guest must be powered by an electric motor upon the grounds of Hideaway Bay Beach Club.**

UNIT RESTRICTIONS

1. Renters may not have more than six (6) residents occupy a unit overnight or use common elements. Residents under the age of 17 must be accompanied by an adult.
2. Each person staying in the unit, or visiting, must be listed on the rental agreement. (Adults & Children). All persons staying or visiting HBBC are subject to the Rules and Regulations.
3. Renters are not allowed to bring daily guests onto HBBC property, including the pool and the ferry, without the express consent of the unit owner. All guests must be listed on the rental agreement. This includes people staying on LGI properties outside of the HBBC community.
4. It is the owner's responsibility to give their renters all of the information needed to access their condo and the common elements on site. This includes all keys, passcodes, passwords, combinations, safety instructions, appliance operation, water shut off, circuit breakers, emergency phone numbers, and emergency contact information. Renters should contact the unit owner or their rental agent for any questions regarding their reserved condo.

DAMAGE TO THE COMMON ELEMENTS, FINES, AND DISRUPTIVE BEHAVIOR

The unit owner will be considered responsible for damage to the common elements caused by himself/herself, members of his/her family, pets, guests, tenants or invitees, and will be responsible for the cost of repairs beyond what the association's insurance will cover. A unit owner/resident is also responsible for government agency fines levied against the association resulting from the owner/occupant actions or violations. The Hideaway Bay Beach Club caretaker, or his assignee, has the authority to remove disruptive tenants for the Hideaway Bay Beach Club property.

ENFORCEMENT

Florida Statutes 718.303 (3) permits the association to fine the owner of a unit up to \$100 per violations up to a total of \$1,000 for failure to comply with the provisions of the declaration, bylaws, or reasonable rules of the association. It is the association's intent to enforce the declarations, bylaws, and rules.

COMMON ELEMENTS

1. The common elements of Hideaway Bay Beach Association are available to the Hideaway owners, guests, or renters to use for the purposes for which they were intended, that is to serve and provide convenience to the Hideaway owner, guest or renter when visiting Hideaway. No use of the common elements may hinder or encroach upon the lawful rights of other Hideaway unit owners. The use of the Hideaway common elements cannot be transferred to others who do not have a contractual or legitimate business arrangement with Hideaway.

As such, Hideaway owners, guests, or renters may not use Hideaway common elements and services:

A. To transport building material, furnishings, provisions, garbage and trash, or personnel to maintain their private investments outside of Hideaway.

B. To transport non-Hideaway guests and renters to private properties outside of Hideaway.

C. For storage of vehicles in the mainland parking area or boats at the Hideaway private docks.

2. When a unit is rented or occupied by anyone other than the owner, the owner surrenders their rights and entitlement to the use of the common elements (excepting the short time needed for owner unit inspections and repairs, Hideaway association meetings, and other legitimate business, as set out in the Condominium Act of the State of Florida, which rights include but are not limited to:

A. Use of the mainland parking areas:

B. Use of the ferry:

C. Use of the swimming pool:

D. Use of garbage and trash collection services.

C. Common grounds are for the enjoyment of all. Any proposed changes must be sent in writing to the CAM. Please note common ground is any land near or surrounding an owner's unit. That includes the landscaped area around the front of the unit. In addition to new plantings, removal of existing plantings must be approved in writing. Email Ed Olson from Sunstate Management at Edward@Sunstatemanagement.com with any proposed changes.

D. The Hideaway Board of Directors also recognizes and permits that other personnel, not limited to staff, service personnel, government agencies, law enforcement, fire, EMS personnel, and construction personnel may use Hideaway common elements to access and perform their services at Hideaway in the interest of the Hideaway association.

This directive does not reduce the authority of the Hideaway Board of Directors to permit or deny the use of its common elements and services by others.

Adopted July 31, 2021 by the Board of Directors.