



# Board Policy

Amended 2022



BOARD POLICY  
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### **General Commitments & Expectations of Board Members (Approved 9-29-20)**

**Board Members & Officers** are expected to commit to the following duties as a member of the Board.

- Attend & participate in Board Meetings, Board Planning Sessions, and Board Workshops.
- Read & respond to emails, telephone call, and text messages each day.
- Read & familiarize yourself with the Bimini Bay Governing Documents & Board Policy.
- Read & familiarize yourself with the Florida State Statutes Chapter 720.
- Read & familiarize yourself with vendor contracts.
- Accept one or more Committee Chair Positions & Point Person assignments.
- Provide written committee reports and proposals to the Board of Directors.
- Share responsibilities with other Board Members to carry out Board decisions.
- Officers are responsible to carry out their duties as outlined in the by-Laws.
- By-Laws 8.2.2 It shall be the duty of the Board of Directors to supervise all officers, agents, employees of the of the Association, and to see that their duties are properly performed.

### **Committee Chair Duties**

#### **Architectural Review Committee (ARC)**

- Meet initially with Committee Members and as needed once established.
- Review & assist homeowners with ARC Applications for proposed architectural changes.
- Initiate & conduct ARC Meetings via email to discuss & application and make recommendations to the Board.
- Provide letter & documentation to homeowners of Board of Directors final decision.
- Provide all document copies to the Board Secretary for filing.
- Work with Resident Manager to develop ARC protocols (i.e. forms, submissions, etc.).
- conduct communication with homeowners in a professional & Problem-solving manner.
- Solicit committee members from the community for Board appointment approval

#### **Budget & Financing Committee**

- Facilitate committee meetings as needed
- Coordinate a review of the current Operating Budget, Reserve Fund, Capital Development Fund, Emergency Fund, and Supplemental Operating Fund.
- Coordinate the development of the annual budget for the coming year.
- Present proposed Annual Budget to the Board of Directors as prescribed in Board Policy
- Prepare the Annual Financial Report per Florida State Statutes.
- Solicit committee members from the community for Board appointment approval

#### **Document Review Committee**

- Facilitate Document Review Committee Meetings as needed.
- At Board direction, review and facilitate proposed documents and present to Board of Directors for approval.
- Solicit committee members from the community for Board appointment approval

#### **Hearing Committee Board Contact**

- Facilitate Committee Meetings as needed
- Facilitate Chairperson appointment for any Hearing
- Facilitate Hearing process as outlined in Board Policy
- Provide information, instruction, training to committee members concerning Hearing Policy
- Act as Board representative at any hearing
- Facilitate post hearing meeting for completion of Committee decision, forms, and recommendations to BOD.
- Solicit committee members from the community for Board appointment approval

#### **House Painting Committee**

- Facilitate Committee Meetings
- Coordinate and develop a house painting plan & schedule
- Articulate Scope of work and specific language terms and requirements to be included in contract.
- Coordinate solicitations of house painting contract bids
- Present each planning stage to board for approval
- Develop and present final recommendations for board approval
- Facilitate the supervision of the project
- Solicit committee members from the community for Board appointment approval

#### **Maintenance Committee**

- Facilitate and coordinate Maintenance Committee meetings & assignments as needed.
- Periodic community inspection for areas in need of improvement.
- Develop and present community maintenance projects for board approval
- Propose community projects for Board approval
- Facilitate coordination or community maintenance projects after board approval.
- Solicit committee members from the community for Board appointment approval

### **Newsletter & Publicity Committee**

- Facilitate Committee Meetings as needed
- Write, prepare, and solicit appropriate announcements, articles, and information for monthly newsletter
- Take pictures at community events to be included in newsletter
- Present newsletter to board for approval
- Provide for distribution of newsletter
- Prepare and execute E-Blasts for community notices, announcement, and upcoming events.
- Solicit committee members from the community for Board appointment approval

### **New Resident Welcoming Committee**

- Facilitate committee meetings as needed
- Develop and refine New Homeowner & Resident Welcoming Packet
- Meet & Interview new owners and residents to welcome to the community and go over community rules (i.e. Swimming Pool, clubhouse, garbage pick up, parking, mailboxes, etc.).
- Solicit committee members from the community for Board appointment approval

### **Nomination/Teller Committee**

- Facilitate committee meetings as needed
- Organize and facilitate the solicitation of nominees for board of director candidates (i.e. nomination letters, Intent To Run forms soliciting candidates from the community.
- Review, certify, and recommend nominations to the board and whether an election is necessary.
- Organize Election information and Election Packets for board approval.
- Develop & create layout for Ballots, Limited Proxy, and Binding Proxy forms for board approval.
- Organize and Certify Ballot count.
- Organize and conduct Annual Membership Meeting Registration Process.
- Conduct Debriefing Meeting Post Election & Post Annual Meeting for feedback and suggestions
- Solicit committee members from the community for Board appointment approval.

### **Recreation Committee**

- Facilitate committee meetings as needed
- Develop, plan, and oversee community social events
- Coordinate community activities (i.e. community yard sale etc.)
- Present social event plans to board for approval
- Solicit committee members from the community for Board appointment approval

### **Roofing Committee**

- Facilitate Committee Meetings
- Coordinate and develop a roofing plan & schedule
- Articulate Scope of work and specific language terms and requirements to be included in contract.
- Coordinate solicitations of roofing contract bids
- Present each planning stage to board for approval
- Develop and present final recommendations for board approval
- Facilitate the supervision of the project
- Solicit committee members from the community for Board appointment approval

## **Point Person Assignment Duties**

### **Management Company Financials**

- Review & oversee management company financial reports & collections
- Oversee contract compliance
- Follow up

### **Management Company (Inspections, Work Orders, Violations)**

- Facilitate monthly property inspection with management company community association manager.
- Review and oversee management company for completion of work orders.
- Review and oversee management company of process resident violations of governing documents.
- Oversee management company contract compliance
- Follow up.

### **Front Entrance Gate Vendor**

- Contact person for quarterly maintenance
- Contact Person for any gate issues.
- Coordinate the replacement of gate remotes and gate codes to vendors & new residents

### **Pool & Clubhouse Vendor**

- Board Contact person for vendor contract compliance
- Contact person for Brevard County Health Department for Pool Inspection & compliance
- Contact person for A/C vendor for annual A/C maintenance and repair issues.
- Keep Clubhouse stocked (i.e. paper towels, toilet tissue, dish soap, extra large plastic garbage bags, light bulbs).
  
- Facilitate Replacement of Interior & Exterior Lights when burned out
- Facilitate & oversee Clubhouse Rental Process
- Provide vendor checklist forms for Clubhouse & Pool maintenance
- Provide Clubhouse Rental Forms
- Follow Up

### **Lawn Vendor**

- Facilitate periodic lawn inspection
- Quarterly meetings with Lawn Company Manager
- Develop written vendor service schedule for Board & Newsletter
- Meet with crew chief each scheduled time to go over current treatment plan & trouble areas
- Vendor contract compliance for Mowing, Lawn & Palm Tree Fertilization, Palm tree & bushes trimming, weed & pest control.

### **Retention Waterway Treatment Vendor**

- Meet with vendor each scheduled time to go over current treatment plan & trouble areas
- Vendor contract compliance.
- Follow Up

### **Announcement Sign**

- Post Various Announcements, Notices, and Information
- Post Announcement at front gate & glass case at the clubhouse at least 48 hours prior to Board Meeting.

### **Realtor & Closing Agent**

- Observe & advise Board of Directors of any Bimini Bay properties that become for sale.
- Initiate contact with the Real Estate Agent and Closing Agent to provide the following information:
  - Notice to prospective buyer through Real Estate & Closing Agents of \$250.00 Resale Assessment at Closing.
  - Provide Electronic Copy of Governing Documents.
  - Provide Closing Agent with a *Homeowner Information Form & Deed Restriction Acknowledgment Form* to be completed and returned at time of closing.
- Follow up.

### **Parking**

- Oversee Board Parking Policy for the implementation and enforcement of parking rules
- Contact person for towing company
- Follow up.

### **Legal**

- Advise Board of legal updates that affect the Association.
- Board contact for legal issues and attorney.
- Follow up

Bimini Bay Homeowners Association, Inc.  
Board Officer Duties

- President**            The President is the chief executive officer of the association. The primary role of the President is as leader and manager of the association. The President shall preside over all board and membership meetings. The President carries out the orders and resolutions of the Board. The President is the official spokesperson for the Board to the association members, management company, and vendors.
- Vice President**    The Vice President is to assist the President in carrying out the orders and resolutions of the Board and to discharge other duties as may be required of him/her by the Board.
- Secretary**            The Secretary is responsible for preserving the Association's history, maintaining its records, and protecting it from liability. Among the duties of the Secretary included but not limited to the following:
- Record all votes and keep minutes of all meetings and proceedings of the Board and Members
  - Serve notice of meetings of the Board and of the Members.
  - Retrieve daily U.S. Mail and Drop Box and disseminate it to appropriate Board Members.
  - Keep appropriate current records of homeowners' addresses, telephone numbers, email addresses, resident emergency contacts and other pertinent information.
  - File, store and retrieve association records as needed
  - Devise an effective filing system and keep files safe and accessible.
- The Secretary shall perform such other duties as required by the Board of Directors
- Treasurer**            The Treasurer is responsible for maintaining the finances and ensuring the financial stability of the Association. Duties of the treasurer are as follows:
- Oversee the collection of assessments
  - Oversee all deposits and distribution of Association funds.
  - Keep proper books of all financial records
  - Provide copies of monthly Treasurer & Reserve reports at regular Board Meetings for the Board & Members attending the Board Meeting.
  - Cause a Financial Report of the Association books at the completion of each fiscal year as outlined in Florida State Statutes
  - Prepare an annual budget and statement of income and expenditures to be presented to the members at the annual meeting.
  - Deliver a copy of the Financial Report the members as outlined in FSS.
  - Oversee Reserve Funds for the future
  - File income tax returns on behalf of the Association
  - Maintaining Insurance records and renewals

**BP 1 Board Meetings** (Established & Approved by BOD 1-27-09 with amendments as noted)

1.1 The Board of Directors shall conduct meetings of the board in a professional manner. In addition to conducting the business of the Association, board meetings shall be an avenue to provide information to the membership and solicit input from members who attend the meetings.

**1.2 Conduct of the Board of Directors.** The Board of Directors shall act in the best interest of the Association. The members of the board shall conduct themselves in a professional manner and address other board members with respect in both tone of voice and body language

**1.3 Board Meeting Protocols**

- Meetings of the Board shall be called to order at the scheduled time and place.
- The Board of Directors shall provide for an atmosphere that is orderly and conducive to the business at hand.
- Owners, residents, and guests attending the meeting are requested not to engage in sidebar conversations during the discussions of business by the Board.
- The Board of Directors shall provide for input from owners, residents, and guests at which time the Members of the Board will give their full attention.
- Prior to any vote, the Board of Directors shall provide for input from owners, residents, and guests attending the meeting. The Board may limit the time each owner, resident, or guest may speak.

~~1.4 **Action Taken Without A Meeting (reference Bylaws 5.5)** (Approved 12-18-18) (Remove by BOD 9-29-20). In order to conform with Florida State Statutes 720.303(2)(a) and Bylaws 5.5 **Action Taken Without A Meeting**, the Board of Directors, after written or electronic communication and consent by a majority of the Board of Directors, may take any action permitted by Bylaws 5.5 **Action Taken Without A Meeting** pending a formal notification vote at the next Board of Directors Meeting. Any action taken by the Board of Directors under Bylaws 5.5 **Action Taken Without A Meeting** must be made part of the agenda at the next Board of Directors Meeting where a formal notification vote by the Board of Directors must be reported and recorded in the Board Meeting Minutes.~~

**BP 2 Seasonal Decorations (approved 4-17-07) (Revised 11-11-14)**

2.1 Residents are allowed to decorate to celebrate different select holiday throughout the year. Residents are allowed to decorate their mailbox for the following holidays: Halloween, Thanksgiving, Christmas/Hanukkah, New Years day, Valentine's Day, St. Patrick's Day, Easter, Flag Day, and Fourth of July. Residents are required to follow some guidelines:

- Decorations must be temporary in nature. • Mailboxes and other structures may not be permanently altered.
- Decorations must be temporary in nature. Mailboxes and other structures may not be permanently altered.
- Decorations must not interfere with yard maintenance or mail delivery. Decorations must be in keeping with the specific holiday theme.
- Decorations may be displayed up to two weeks prior to the actual holiday with the exception of Christmas/Hanukkah, must be taken down no later than one week after the actual holiday. Christmas/Hanukkah may be displayed on or after Thanksgiving Day and must be taken down one week after New Year's Day.

**BP 3 Clubhouse** (Approved by BOD 3-7-09)

**3.1 Clubhouse Use & Rules**

- The Clubhouse may only be used by owners, residents, and guests when accompanied by an owner or resident.
- Smoking is not permitted inside the clubhouse.
- Pets, bare feet, and wet bathing suits are not permitted within the clubhouse.
- Minors are only permitted in the clubhouse when accompanied by an adult owner or resident.
- When using the clubhouse, please make sure you leave the clubhouse in clean condition. If you are planning to use any of the china, glasses, and utensils, please make sure that you leave the clubhouse in a clean and orderly condition. When leaving the clubhouse, please make sure you turn off the air-conditioning / heat, lights, fan.
- Inside restroom doors are to be kept locked at all times when not in use.
- Only Owners are permitted to rent the clubhouse for a private function. (Clubhouse Rental Agreement Forms and instructions on how to rent the clubhouse are located on the bulletin board in the clubhouse).

**3.2 Clubhouse Rental Process**

The Clubhouse Rental Process Forms are located in the addendum section of the Board Policy.

- Clubhouse Rental Cover Letter
- Clubhouse Rental Rules
- Clubhouse Rental Agreement
- Clubhouse Rental Checklist
- Rental Forms Available on Bimini Bay website.

**BP 4 Swimming Pool** (Approved by BOD 4-17-07)

4.1 Swimming Pool Rules (Approved by BOD 4-17-07 (Revised 12-15-15) The Swimming Pool Rules are located in the addendum section of the Board Policy book.

**BP 5 Late Fees** (Approved by BOD 1-27-09)

5.1 Assessment Late Fees A \$25.00 late fee shall be placed on any assessment payment received after the 15th day of the month. The \$25.00 late fee will commence on May 1, 2009.

**BP 6 Violations, Fines, Administrative Fees, Compensation** (Approved by BOD 2-17-09) (Revised 2-21-17)

6.1 Violations & Fines (Approved by BOD 2-17-09) (Revised 2-21-17)

Unless otherwise provided in the governing documents, Homeowners or residents who are in violation of the Governing Documents as authorized by the Board of Directors shall be notified and may be fined as outlined in the Florida State Statutes Chapter 720, the certified mail return receipt indicating the amount of the fine, how the fine may be paid, the timeline the fine must be paid before interest will accrue. (Declaration 9.7). The Notice of Fine Imposed letter may also indicate (if applicable) that for each additional month from the date of the Notice of Fine Imposed letter in which the violation has not been satisfactorily rectified, a progressive range of fines may be imposed as permitted by the Florida Statutes Chapter 720 as follows:

All violation notices shall be reviewed and approved by the board prior to being sent out. A Violation Notice may be sent by mail to any homeowner or resident (tenant, guest, invitee, or occupant) who is in violation of the Governing Documents as authorized by the Board of Directors. Homeowners who rent their unit to tenants are responsible for the tenant’s compliance with the governing documents. The homeowner and/or resident will be informed of the nature of the violation and given 30 days to be in compliance. If the homeowner and/or resident does not comply within 30 days of the violation notice, a second notice will be sent out. In the Second Violation Notice, the homeowner and/or resident will be given an additional 30 days to comply with the notice of violation and the homeowner or resident is informed that if the violation has not been satisfactorily rectified at the end of the second 30 day notice period, a minimum fine of \$50.00 will be levied. The third violation letter shall be entitled Notice of Fine and shall be sent by certified mail return receipt and will levy an initial minimum fine of \$50.00. In addition, the Notice of Fine will inform the homeowner and/or resident of the process by which the homeowner and/or resident may request a hearing in writing within fourteen days of the Notice of Fine to contest the violation fine as outlined in the Florida Statutes Chapter 720 and Board Policy. Further, if the homeowner and/or resident does not request a hearing in writing within fourteen days of the Notice of Fine letter, the timeline for the opportunity for a hearing expires and the fine may then be imposed. The homeowner and/or resident will be notified in a letter entitled Notice of Fine Imposed sent by certified mail return receipt indicating the amount of the fine, how the fine may be paid, the timeline the fine must be paid before interest will accrue. (Declaration 9.7). The Notice of Fine Imposed letter may also indicate (if applicable) that for each additional month from the date of the Notice of Fine Imposed letter in which the violation has not been satisfactorily rectified, a progressive range of fines may be imposed as permitted by the Florida Statutes Chapter 720 as follows:

Schedule of Fines

|              |               |          |
|--------------|---------------|----------|
| First Month  |               | \$ 50.00 |
| Second Month | an additional | \$100.00 |
| Third Month  | an additional | \$100.00 |
| Fourth Month | an additional | \$250.00 |
| Fifth Month  | an additional | \$500.00 |

For more serious violations, the maximum fine schedule outlined in Florida State Statutes Chapter 720.305(2) may be imposed. As outlined in the Florida State Statutes Chapter 720, if the aggregate fine total reaches \$1,000.00, the association may file a claim of lien against the homeowner’s property.

6.2 Administrative Fees (Approved by BOD 2-17-09) (Revised 12-15-15) (Revised 7-31-17) (Revised 9-20-17) (Revised 12-18-18)

In the course of conducting the business of the Association relating to services rendered on behalf of the Association, a homeowner, or a resident, and which are not outlined in the governing documents, that include, but not limited to, the recovery or replacement of community assets or other services provided by the Association, an administrative fee may be imposed on a homeowner or resident for the time and expense incurred by the Association. From time to time, the Board may set and revise a fee schedule for administrative services provided by the Association. The Administrative Fee Schedule listed below is specific to those services listed but are not limited to other services that may be provided by or on behalf of the Association. Administrative Fees collected by the Association may be used to pay for administrative costs of providing such services and /or for the betterment of the Association in the same manner referenced in the Declaration 9.7. Any Administrative fees set by the Association’s management company must be approved by the Board of Directors.

Administrative Fee Schedule (Revised 8/6/17, 9-20-17, 12-18-18)

|  |                      |
|--|----------------------|
| Estoppel Certificate issued by the Association (10 Days)                       | \$250.00             |
| Estoppel Certificate for rush request  | \$350.00             |
| Preparation & Mailing 45 Day Demand for Payment Intent to file a Claim of Lien | \$200.00             |
| Filing a Claim of Lien including a Release of Claim of Lien by the Association | \$250.00+County Fees |
| New Resident Entry Gate Telephone Directory Fee                                | \$ 30.00             |



### 6.3 Compensation (Approved by BOD 1-11-11)

As outlined in the Florida State Statutes Chapter 720.303(12) compensation may be made by (a) Participation in a financial benefit accruing to all or a significant number of members as a result of actions lawfully taken by the Board or committee of which he or she is a member including, but not limited to, routine maintenance, repair, or replacement of community assets; (b) Reimbursement for out-of-pocket expenses incurred by such person on behalf of the association, subject to approval in accordance with procedures established by the association's governing documents or, in the absence of such procedures, in accordance with an approval process established by the board.

#### Compensation Schedule

Homeowners or residents authorized by the Board to provide services on behalf of the Association which are not outlined in the Governing Documents or are not part of the specific duties of the officers of the Association may be compensated in the following manner or by other forms of compensation approved by the Board.

- For the preparation and execution of documents associated with Administrative Fees charged to a homeowner or resident may be compensated at a rate not to exceed 75% of the amount of the Administrative Fee. The compensation, at the discretion of the Board, may be withheld until such time as the Administrative Fee has been collected by the Association.
- Services authorized by the Board of Directors including, but not limited to, routine maintenance, repair, or replacement of community assets may be compensated at a rate of \$10.00 per hour per person per project not to exceed \$100.00 per project per calendar year.
- Reimbursement for out-of-pocket expenses incurred by homeowners or residents acting on behalf of the Association and approved by the Board. Mileage expenses associated with the use of a motor vehicle may be reimbursed at the current rate set by the federal government.

## BP 7 Finances

### 7.1 Budget Timeline (approved 11-18-09)

The Budget Committee shall have a proposed budget to present to the Board of Directors No later than November 25th of each year.

### 7.2 Capital Development Fund (approved 11-18-09)

The Board of Directors established A Capital Development fund with an initial allocation of 75% of the Developer Surplus Fund. The Capital Development Fund is available to use toward any new capital improvement project in the community. As part of Board Policy, any expenditure from the Capital Development Fund would require a majority vote of a quorum of members present in person or by proxy at a special or regular meeting of membership.

### 7.3 Emergency Fund (approved (11-18-09) (Revised 12-15-15)

The Board of Directors established an Emergency Fund with an initial allocation of 15% of the Developer Surplus Fund. The Board of Directors may borrow against the Emergency Fund to cover any unexpected emergency

operating expenditure. As part of Board Policy, any expenditure from the Emergency Fund would require the Board of Directors to provide to the membership a written explanation of the emergency expenditure borrowed from the Emergency Fund and a plan to repay that money to the Emergency Fund (i.e. an increase to monthly dues, a special assessment, etc.) The written explanation and plan by the Board of Directors to repay the money to the Emergency Fund would be required within 30 days of the Emergency Fund expenditure.

### 7.4 Supplemental to the Operating Budget Fund (approved 11-8-09) (Revised 12-15-15). Beginning January 1, 2009, 10% of the Developer Surplus Fund is allocated to the 2009 Operating Surplus Fund to be available to cover the cost of unforeseen or unexpected expenditures. At the end of each fiscal year if a surplus is determined, the Board with the Budget Committee's recommendation will decide how that surplus amount will be distributed.

### 7.5 Expenditures (approved 11-18-09)

Any new expenditure or new service vendor contract of more than \$1,000.00 shall require a Minimum of three bids for services and/or goods. However, if the expenditure is part of a bid for additional service by a current vendor, the board is not required to seek other bids if the proposed expenditure is determined by the Board to be reasonable in order to provide a continuity of service by a current service vendor.

### 7.6 Vendors (approved 11-18-09)

The Board shall require a minimum of three (3) bids for the selection of any new vendor contract. The Board may extend, renew, or negotiate a contract with any current service vendor without the requirement of a seeking any other bids.

## BP 8: Criteria for Architectural Controls & Exterior Property Maintenance of Bimini Bay Residences

(Approved by BOD 4-7-09) (Revised as indicated)

### 8.1 Definitions

8.1.1 ARC. The Architectural Review Committee

8.1.2 Board. Board of Directors of Bimini Bay Homeowners Association.

8.1.3 Criteria. The rules and procedures set forth herein for the modification or addition to residences.

8.1.4 Declaration. The Declaration of Covenants, Conditions, and Restrictions of Bimini Bay which are recorded in the public records of Brevard County, Florida.

8.1.5 Association. Bimini Bay Homeowners Association.

## 8.2 Introduction

- 8.2.1 Authority. The Criteria set forth herein has been promulgated by the Bimini Bay HOA pursuant to authority granted to it by the Declaration. The Board may amend the Criteria from time to time in its sole discretion. The Criteria is subordinate to the Declaration.
- 8.2.2 Purpose. The purpose of the Criteria is to assure the residents of Bimini Bay that the standards of design quality and continuance of maintenance of each unit will always be maintained. The ARC is empowered by the Association to provide design review and to establish policies, standards and guidelines, which are subject to review and approval by the Board in accordance with the following objectives:
- 8.2.2.1 To enhance the living quality of Bimini Bay.
  - 8.2.2.2 To maintain high standards of design.
  - 8.2.2.3 To work with members of the Association for the establishment of design Criteria.
  - 8.2.2.4 To determine compliance of design review applications with the Declaration and ARC Criteria.
  - 8.2.2.5 To promote consistent and harmonious landscape plans, architectural motifs, exterior colors, materials, finishes, and well-kept exteriors.
- 8.2.3 ARC Responsibilities. The ARC is responsible to the Board for the discharge of the functions delegated to it.
- 8.2.4 Enforcement. The Board through the ARC has the power to enforce compliance with the Criteria.
- 8.2.5 Disclaimer. The applicants accept full responsibility for any modifications and additions including, but not limited to the following:
- 8.2.5.1 Work of any contractor or subcontractor or their employees.
  - 8.2.5.2 Compliance with all laws, codes, and ordinances promulgated by any an authorized governmental agency.
  - 8.2.5.3 Determination of and compliance with restrictions, flood hazards, drainage and grading requirements and all surface and sub-surface soil conditions.
  - 8.2.5.4 Determination of and compliance with structural, mechanical, electrical and any other technical aspects of application.
  - 8.2.5.5 Compliance with all Covenants and Restrictions and ARC control polices, standards, and guidelines in force at the time of approval.
  - 8.2.5.6 Accuracy of all stakeouts and surveys.

## 8.3 ARC Responsibilities and Procedures (Revised 6-28-16)

- 8.3.1 Jurisdiction. The ARC has the responsibility for reviewing requested changes to landscape designs and exterior modifications to buildings. The ARC will provide a recommendation for approval/disapproval to the Board.
- 8.3.2 Application. Before any architectural or exterior property change may be made, the owner is required to submit an application to ARC for approval. An application for any architectural changes by an owner will be considered only if the ARC receives each of the following:
- 8.3.2.1 Two sets of drawings to be submitted, drawn in a professional manner to accurately project the exact detail to be constructed.
  - 8.3.2.2 Checklist of all materials to be used.

## 8.4 Meetings, Reviews, Schedules, etc. (Revised 6-28-16)

- 8.4.1 Review- The ARC will meet when necessary, but may also review applications through electronic means such as email.
- 8.4.1.1- The ARC Chair or designee will accept the ARC application and ensure this is complete prior to forwarding to the ARC for review.
  - 8.4.1.2- Committee member will respond in vote with recommendation or request for additional information within 3 business days. This may be extended if the ARC needs additional information from the applicant. The ARC Chair or designee will forward ARC recommendation to the Board.

8.4.1.3 Committee members shall abstain for voting recommendation on ARC applications pertaining to their own property.

8.4.1.4 The ARC recommendation will be forwarded to the Board by the ARC Chair for Board review.

8.4.2 (Left open)

8.4.3 Board Approval- Upon receipt of the ARC recommendation, the Board will review and take action. Formal approval will be voted for as an agenda item at the next scheduled Board Meeting. The Board will render one of the following:

8.4.3.1 Approved (with or without comments)

8.4.3.2 Disapproved (with comments)

8.4.3.3 Pending (request for additional information)

8.4.4 Notification of Board Decision. A letter will be drafted to be included with a copy of the original application indicating Board Decision. One copy will be sent to the applicant(s), additional copies will be retained locally in the owner files retained by the Association with additional copy (scanned or hard copy) to the management company (if applicable).

8.4.5 Construction Review. ARC reserves the right to review construction periodically for compliance with approved plans.

8.5 Construction Standards (Revised 2-16-16) (Revised 6-28-16)

8.5.1 Designs or exterior materials that vary from the intent of the Development are not allowed.

8.5.2 Exterior Colors. Only exterior colors approved by the ARC are allowed and no building color may be changed without ARC recommendation and Board approval. Approved colors include the following:

Richards Paints:

SW6609 (pink) • SW6686 (yellow) • SW6729 (green) • SW6799(blue)  
SW7015 (gray) • SW7005 Pure White (trim and exterior entrance doors)

8.5.3 Roofing Materials. Approved roofing materials include fiberglass shingles in the color gray.

8.5.4 Skylights. Only Solar Tube type skylights shall be allowed.

8.5.5 Air Conditioners.

8.5.5.1 No window air conditioners shall be allowed except in cases of an extended emergency power outage (i.e. loss of power from hurricane or other catastrophic occurrences). In an extended emergency power outage with board directive, window air conditioners may be used for a temporary period until such time as power has been restored to the community and/or individual homes.

8.5.5.2 Sheet metal or other means to conceal piping wiring of a/c system will be painted to match the exterior color of the home.

8.5.6 Fences. Modifications to existing fences and requests for additional fences require ARC application.

8.5.7 Carriage Lights by Garage Doors. When replacement is needed, the carriage light fixture style and color (white) must be maintained. Homeowners are responsible to maintain working carriage light/s that provide lighting from dusk to dawn. (Revised 5-15-12).

8.5.8 Flags. Any homeowner may display one portable, removable United States flag in a respectful manner, regardless of any declaration rules or requirements dealing with flags decorations.

8.5.9 Mailboxes. The post and mailboxes must be white in color. The base is Mayne Rockport double or single post. The mailbox is The Hampton available through Postalpromailboxes.com. The area around the base may be sand, rock, shells, or coquina in neutral colors only.

8.5.10 Shutters. (3/21/17) All Shutters permanently attached to the windows of the primary structure of the unit must be metal and white in color. Only two styles of shutters will be permitted. Colonial and Bermuda. Permanent hurricane protection installed on doors or patios shall be subject to the Architectural Review Process and Board approval. Temporary hurricane protection during a forecasted named hurricane period do not require an Architectural Review application and may include any materials normally available at retail stores for the purpose of hurricane protection.

8.5.11 Driveways. (Revised 2-16-16) (8.5.11D Approved 9-29-20). Driveways may be replaced with poured concrete, decorative pavers, or repaired through concrete resurfacing. Replacement/modification may extend only to the apron/community sidewalk. Deviations from original driveway dimensions will be considered on a case by case basis. Driveway surfaces must be flush/level with the apron and the community sidewalk.

A. Poured concrete driveway will match existing adjacent concrete apron/community sidewalk and may not contain any patterns or designs. The intent will be to match originally constructed driveways as closely as possible. A minimum of one expansion joint is highly recommended.

B. Decorative pavers will be concrete, installed on a base of compacted concrete fines with sand in the joints, with side dimensions of no less than 4" and no greater than 9". Color will contain grey tones.

C. Concrete resurfaced driveways with or without stamping will be considered on a case by case basis. (Revised 2/16/16 by BOD)

D. Driveway Paint using Sherwin Williams HC141 Cemented Deal Formula (see Addendum page 21 for color mixing code numbers) may be used after ARC Review and Board Approval.

8.5.12 Sidewalks and Front Patios. (Revised (2-16-16 (Applicable to privately owned walkways and patios viewable from surrounding property)).

A. Same options and specifications will apply as outlined in paragraph 8.5.11 above.

B. Additionally ceramic or porcelain tile may be installed. Any material applied to a unit's walkway or patio will be done so at the owners own risk. The Homeowners Association will not be held responsible for any damage done by anyone laboring during community maintenance.

8.5.13 Outdoor Lighting and Decorations. All landscape lighting and yard decorations must be contained within the owner's planting beds. The Homeowners Association will not be held responsible for any damage done by anyone laboring during community maintenance.

8.5.14 Decorative Curbing and Edging – Installation of all curbing and edging products around planting beds and/or trees must receive Board approval through the ARC application process. Definition Curbing: Any continuously formed/molded concrete border. Specification: non-stamped (no design), non-stained/no color pigment added; color to be natural concrete gray. Edging: All other garden/planting bed borders to include those commercially/retail available as well as pavers to match existing pavers installed on driveway surface. Installation of: ARC application will ensure curbing/edging product does not obstruct lawn contractor's passage of equipment in order to perform basic duties. (Added 2-21-17)

#### 8.6. Exterior Unit & Property Maintenance

8.6.1 Inspections. Monthly inspections will be conducted. Owners whose property is not in compliance with the documented requirements will be cited with a violation letter. Refer to BP6 and BP13 regarding fines and hearing committee.

8.6.2 Driveways and Sidewalks. Driveways and sidewalks must be kept clean of mildew and stains.

8.6.3 All Exterior Surfaces of Units. Exterior surfaces including: soffits, shutters, exterior walls, patios and porches must be kept clean of mildew or excess dirt.

8.6.4 Mailboxes and Posts. Mailboxes and posts must be kept mildew free. The owner is responsible to repair damage to the post and replace the vinyl mailbox when necessary.

8.6.5 Planting Beds and Trees. All dead plants and trees must be removed from planting beds. Beds shall not remain void of plants/trees after removal of, without Board approval. (revised 2-21-17).

8.6.5.1 Trees. The replacement or addition of trees is subject to ARC application and Board approval. In agreement with the Declaration of Covenants, all trees must meet a minimum height requirement of five (5) feet tall at time of planting. In Consideration for the planting/replacement of trees may be applied for by a homeowner through the ARC process for Board approval. For any tree to be considered, the homeowner must provide documentation that the tree meets all or most of the following criteria.

- Disease resistance (local area); and
- Having a fully developed root structure that will not interfere with mowing operations in the future or uplift sidewalks, driveways, and walkways; and
- Height- minimum 5' at time of planting; and
- Fertilizer- nutrition needs must be met with the current blend applied; and
- Non-deciduous; and
- Fertilizer nutrition needs must be met with the current blend applied; and
- Hardy to cold temperatures that we typically encounter in East Central Florida.

8.6.5.1A Quantity: The Declaration of Covenants states minimum two (2) trees per lot. An exemption from this requirement must be requested through ARC application with a justifiable explanation provided; for example, poor soil condition or obstruction due to irrigation or electrical lines preventing tree replacement. Financial means is not a qualifying circumstance for an exemption to be granted.

8.6.5.1B Placement: If a tree (same species) is placed in the same location as a prior tree (replacement), then ARC application (and subsequent Board approval) is not required. Any addition of trees is subject ARC application and Board approval. Tree placement must not obstruct sidewalks. If applicable, owner is responsible for requesting a line locate through FPL prior to the commencement of any digging.

8.6.5.1C Elimination: Arc application and Board approval is required for permanent elimination of any existing tree.

8.6.5.2 Planting Beds.

8.6.5.2.A Existing. Relandscaping of existing planting beds with shrubs/bushes without enlarging the bed circumference does not require ARC application and Board approval.

8.6.5.2.B Addition/Alteration. Any change to the dimension of existing or creation of additional planting beds is subject to ARC application and Board approval. A detailed drawing of the type of shrubs or bushes and dimensions of new/enlarged planting bed(s) must be included with the ARC application.

8.6.5.2.C Elimination. ARC application is required for permanent elimination of any existing plant bed.

8.6.5.2D Yard Art: No broken or deteriorated yard art is permitted. Installation of yard art taller than 36" requires ARC application and Board approval.

8.6.5.3 Restrictions

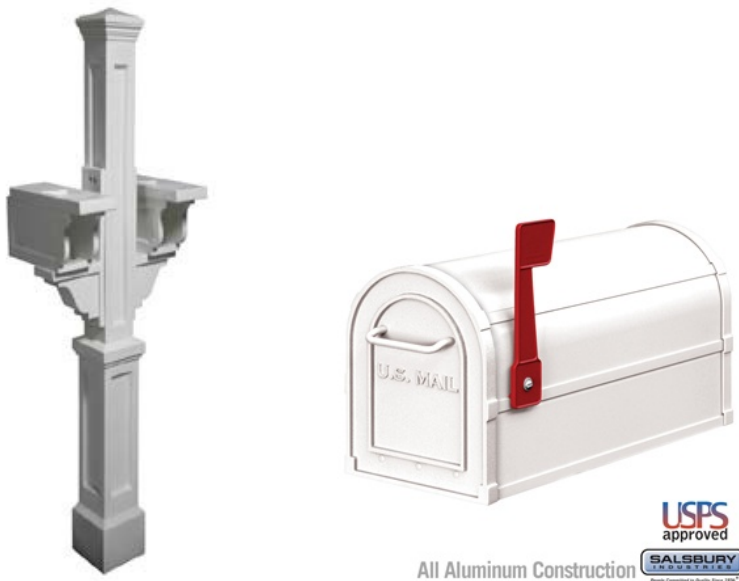
8.6.5.3.A- No vegetables or other edible plants attracting pests may be grown as planting beds are intended solely for ornamental purposes.

8.6.5.3.B- All yard art, planters, flower pots, path lights, etc. must remain within planting beds and may not be placed so as to obstruct mowing/edging operations.

8.6.6 Outdoor Wiring. All wires exposed on the outside of any Unit must be neatly attached and hidden.

8.6.7 Mailbox Construction

HAMPTON MAILBOX  
MAYNE ROCKPORT DOUBLE POST



8.6.8. Hardy Board, Exterior Screened Porches, and Exterior Enclosed Porch Maintenance Responsibility (Approved 6-19-18). The hardy board, exterior screened & enclosed porch structures on each unit is the responsibility of the homeowner. The homeowner is responsible for the replacement or repairs for any broken, cracked, or missing hardy board, screened porch kick plates & doors, and exterior enclosed porches and atriums. Homeowners are responsible to provide a minimum one-foot maximum two-foot border (i.e. a natural planting bed, border edging, or other protection which has been approved by the Architectural Review Committee & Board of Directors) to prevent damage to the hardy board, screened and enclosed porch structures by any association maintenance vendor. The Homeowners Association will not be held responsible for any damage to hardy board, to the exterior of screened porch kick plates & doors, and to exterior enclosed porches and atriums done by any maintenance vendor occurring during community maintenance if no border as described above has been provided or due to naturally occurring events.

**BP 9 Protocol for the election of Officers** (Approved 11-17-09) (Revised 12/15/15) Election of Officers.

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members (Association Bylaws 9.2).

9.1 The Florida State Statutes 720.306 (9)(a) states that an election is not required unless more candidates are nominated than vacancies exist.

9.1.1 For the purpose of the election of officers, the hierarchy of officers is President, Vice President, Secretary, and Treasurer Florida State Statute 720.306.

9.1.2 One week prior to the first board meeting following the Annual Meeting, the senior officer remaining on the board after the election of directors shall solicit nomination/s for each office. Nominations may be made by any director or made by self-nomination. Every consideration should be made to best match the nominee with the office for which he/she may serve. Consideration should be based on a level of skill required, knowledge, temperament, time commitment, etc. related to the office. P

9.1.3 If more than one director is nominated for an office the senior officer remaining on the board shall prepare the ballot(s). Management CAM, if applicable, shall count ballots. If no management company, senior remaining officer shall count the ballot(s).

9.1.4 In the case of a tie vote for any office, the senior officer remaining on the board after the after the election of directors shall cast an additional vote to break the tie.

**BP 10 Protocol for the Election of Directors** (Approved 2-16-10) (Revised 12/15/15)

10.1 In keeping with the procedure outlined in the Florida State Statutes Chapter 720.306(2) ANNUAL MEETING -- The election of directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting or as provided in the governing documents.

10.2 The election of directors shall be held in conjunction with the Annual Meeting.

10.3 The election of directors shall be set forth in the following manner

10.3.1 Beginning each year in October, the Nomination / Teller Committee shall solicit nominations for at least the minimum number of seats open for the election of directors.

10.3.2 The solicitation of nominations may be made by mail, in person, telephone, electronic mean (i.e. email, texting, etc.) or a combination and must include the opportunity for self-nominations from the membership. The timeline for nominations must be clearly stated in any official communiqué. The content of the solicitation communiqué must be approved by the Board of Directors.

10.3.3 Upon the completion of the nomination process, the Nomination / Teller Committee shall prepare a ballot for the election. The Ballot shall include the names of the candidates and provide a box next to the candidate's name to select that candidate. The Ballot shall also include a space for write-in candidates. The ballot should include a short resume of each candidate. The Ballot shall contain directions and the specific timeline by which the Ballot may be cast. The Ballot must be approved by the Board of Directors. The Florida Statues 720.306 (9)(a) states that an election is not required unless more candidates are nominated than vacancies exist.

10.3.4 Ballots shall be mailed out to the members no later than 30 days prior to the date of the Annual Meeting.

10.3.5 Ballots must be sealed in a ballot envelope and then must be sealed inside of a mailing envelope provided by the Association. Ballot received in any other manner shall be considered as spoiled.

10.3.6 Ballots may be mailed or personally deposited in the Association Drop Box located at Clubhouse.

10.3.7 As ballot are received, they shall be kept unopened by the Chairman of the Nomination / Teller Committee until the official Ballot tabulation by the entire committee

10.3.8 Ballots must be received no later than 3:00 p.m. on the day of the scheduled Annual Meeting.

10.3.9 The Nomination / Teller Committee shall meet after 3:00 p.m. on the day of the Annual Meeting for the sole purpose of counting the Ballots and certify in writing the count and outcome of the election. The Chairman shall deliver the written certification to the President and Secretary of the Board of Directors to be announced at the Annual Meeting.

## **BP 11 Parking** (Approved 2-16-10) (Revised 4/18/17)

11.1 The parking policy applies to all homeowners, residents, guests, and invitees.

11.1.1 Homeowners and Residents are responsible for members of their family, guests, and invitees. Homeowners who rent their unit to tenants are responsible to inform their tenants of the parking policy and are responsible for their tenant's compliance with the parking rules and regulations.

11.2 In keeping with the Declaration, parking on Eleuthera Drive between the hours of midnight and 6:00 a.m. is prohibited and vehicle may be subject to being towed at owner's expense.

11.3 Residents who have an overnight guest/s may request a temporary parking permit to allow their guests to park on the street overnight. Residents may request a temporary parking permit in the following manner.

11.3.1 Resident should contact a board member or board parking designee to request a temporary parking permit. Permits may be granted for no more than 14 days. If approved, the resident will be issued a parking placard to be displayed in the guest vehicle on the dashboard on the driver side of the vehicle in full view through the windshield. After 14 days if circumstances warrant, the resident may reapply for a parking permit extension.

11.4 Clubhouse parking spaces

11.4.1 Clubhouse and handicap parking spaces are reserved for clubhouse use each day from 8:00 a.m. to 9:00 p.m.

11.4.2 Clubhouse and handicap parking spaces may be used for overnight guest parking each day from 9:00 p.m. to 8:00 a.m. (Note: Overnight parking in the clubhouse parking areas are reserved for guests of homeowners and residents and are not intended as an additional regular parking spot for homeowners and residents).

11.5 General Parking Rules

11.5.1 No parking within 15 feet of a fire hydrant. COPB Ordinance 74.17

11.5.2 No parking in any No Parking Zone or within 20 feet of any crosswalk or intersection. COPB Ordinance 74.19.

11.5.3 No Parking within 20 feet to another vehicle parked on the opposite side of the street in order to leave enough room for an Emergency vehicle to pass.

11.5.4 Handicap parking spaces are reserved between the hours of 8:00 a.m. and 9:00 p.m. for those persons who display a valid handicap authorization.

11.5.5 No parking to face oncoming, opposing traffic. COPB Ordinance 74.05

11.5.6 No Parking on any grassy area.

11.5.7 Parallel parking only on the street is permitted.

11.5.8 Clubhouse parking is limited to one space per vehicle.

11.5.9 No parking on either side of the street around the curve at the north end or south end of the community as designated by No Parking painted on curbing.

11.6 Penalties

11.6.1 Homeowners, residents, guests, and invitees who fail to obey Parking Policy are subject to penalty.

11.6.1.1 Illegally parked vehicles may be issued a parking citation by the Palm Bay Police Department.

11.6.1.2 Vehicles parked in violation of this Board Policy are subject to Notice and towing:

a. First Offense: *Parking Violation Notice* or verbal notification given with follow-up written documentation from a Board Member (or designee).

b. Second Offense within a 90 day period: *Parking Violation Final Notice*.

c. Third and subsequent offenses may result in towing: Towing will only take place after a prior incident(s) occurring within a 90 day period for which a Parking Violation Final Notice has been issued. Authority to call the towing company is limited to the Board of Directors and designees of board.

11.6.1.3 Immediate towing without notice may occur (including but not limited to):

- a. Vehicle(s) obstructing the safe flow of vehicular traffic.
- b. Non-registered/unidentified vehicles to be considered abandoned.
- c. Vehicle presenting an immediate safety, health, or environmental threat to the well-being of people, animals, or wildlife.
- d. Unauthorized vehicles belong to anyone trespassing.
- e. Blocking of driveways. COPB Ordinance 74.20

**BP 12 Lease Agreements** (Approved 3-16-10) (Revised 1-11-11)

12.1 As outlined in Article 9.4.1 of the Declaration of Covenants, Conditions and Restrictions, ...a copy of the lease on each home shall be delivered to the Association at or before the time the tenant takes possession of the home.

12.2 The owner shall provide to the tenant a copy of the governing documents of the Association and provide to the Association at or before the tenant takes possession of the home a completed Governing Document Agreement signed by the tenant acknowledging that the tenant has read, understands, and agrees to abide by the Governing Documents and the rules and regulations of the Association.

12.3 In the event that the Association utilizes Article 5.2.3 of the Declaration of Covenants, Conditions and Restrictions, the Association shall follow the guidelines listed below. In the event that the Association utilizes Article 5.2.3, Collection of Rents, of the Declaration of Covenants and Restrictions, the Association shall utilize the guidelines listed below if the Association does not employ a management company.

The homeowner (management company if applicable) and tenant will be notified in writing of the following:

- A letter of Demand for Payment citing the Article 5.2.3 of the Declaration.
- A list of moneys due (i.e. assessments, late fees, administrative fees, interest, and attorney fees if applicable).
- Payment shall be made by check, cashier check, or money order made payable to Bimini Bay HOA. The Association Treasurer will act as Receiving Agent for the Association.
- As outlined in the Florida Statutes Chapter 720.3085 (3)(b) Any payment received by an Association and accepted shall be applied first to any interest accrued, then to any administrative fee, then to any costs and reasonable attorney's fees incurred in the collection, and then to the delinquent assessment.
- An explanation that at the time the delinquent account becomes current, the Association will notify the tenant and homeowner in writing that commencing with the next monthly rent payment due (and for as long the account continues to be current) may be paid directly to the homeowner.
- Any money collected from the tenant that is in excess of the amount of the delinquent account shall be returned to the homeowner within 15 days of verification that the account has become current.
- The Association Treasurer acting as Receiving Agent for the Association shall keep a record of the delinquent account, payments made by the tenant including copies of checks or money orders, how the payment is applied to the account, and any money that is in excess of the amount of the delinquent account shall be returned to the homeowner within 15 days of verification that the account has become current.

**BP 13 Hearing Committee (Approved by BOD 3-16-10) (Revised 3-20-13) (Revised 2-21-17)**

In compliance with the Florida State Statutes Chapter 720.305(2)(a), the Association is responsible to provide for a Hearing Committee to give any homeowner or resident the opportunity for a hearing regarding the imposition of a fine or suspension.

13.01 Appointment of the Hearing Committee.

The Hearing Committee must be made up of at least three members appointed by the Board. The Hearing Committee members may not be an officer, director, or employee of the Association, or the spouse, parent, child, or sibling of an officer, director, or employee. The Board shall make every effort to appoint the members of the Committee from the Bimini Bay community. The Hearing Committee members shall serve for one year and may be reappointed after the expiration of his/her term. The Board shall appoint one of the members of the Hearing Committee as chairman or the board may elect for the committee to choose the chairman.

13.02 Protocol for the Hearing Process

The Hearing Committee shall conduct any hearing in compliance with the Florida State Statutes, the Governing Documents, and Board Policy. Any request for the opportunity for a hearing from a homeowner or resident must be in writing and received by the association within fourteen days after the Notice of Fine has been sent. If the homeowner does not request a hearing in writing within fourteen of the Notice of Fine, the opportunity for a hearing expires and the fine may be imposed. (See Notice of Fine letter in the Board Policy Addendum).

Upon receiving a written request for a hearing from a homeowner or resident, the President of the Board or designee shall send a letter or email (if applicable), within 5 days, to the homeowner or resident indicating that the request for a hearing has been received. The President of the Board or designee shall notify the Hearing Committee in writing of the request for a hearing.



The President or designee shall set the date, time, and place for the hearing. A reasonable effort shall be made to accommodate all parties regarding the date, time, and place of the hearing. The President or designee shall notify the homeowner or resident by certified mail return receipt, of the date & time of the hearing. The President or designee shall notify the Board, and Hearing Committee members of the date, time, place and reason for the hearing

The Board or designee shall comply with any request by the Hearing Committee for information relating to the hearing.

The Chairman shall call the hearing to order. The Secretary of the Board or designee shall take the minutes of the hearing. The Chairman shall clarify the rules of order and the protocol for the hearing. The Chairman shall state the reason for the hearing.

The Chairman shall request the Association to present the evidence of the violation of the governing documents of the Association by the homeowner or resident, any steps taken by the Association prior to the hearing to notify, assist, or give the homeowner or resident the opportunity to remedy or correct the violation before the fine was levied. The Chairman or any members of the committee may ask questions, request information or clarification of any person representing the Association. The Chairman shall also provide the homeowner or resident an opportunity to address the committee with any questions or request clarification concerning the testimony of the Association.

The Chairman shall request the homeowner or resident to present any information, evidence, reasons, or circumstances whereby the fine should not be imposed. The Chairman or any members of the committee may ask questions, request information or clarification of any person representing the homeowner or resident. The Chairman shall also provide the Association the opportunity to address the committee with any questions or request clarification concerning the testimony of the homeowner or resident.

After all testimony has been heard, the Hearing Committee may render a decision at the conclusion of the hearing or the committee may convene in private at a later time. If the committee meets in private session, a decision must be rendered and all parties notified in writing within 3 days of the hearing. The decision shall be made by majority vote of the committee. Any decision made by the Hearing Committee shall be made based upon the evidence presented. The committee may vote to recommend to approve or not to approve the fine.

Upon a decision to approve or not to approve the fine, the committee shall notify the board of its decision in writing along with any recommendations. The board shall then notify the homeowner or resident in writing of the decision of the committee to approve or not approve the fine. If the committee does not approve the fine, the fine shall be dismissed. If the committee approves the fine, the board shall notify the homeowner in writing of the Board's decision regarding the imposition of the fine (see BP 6).

**BP 14 Roof Replacement Assistance.** Under the Declaration section 9.3.1 **External Maintenance** pertaining to roof replacement due to normal wear and tear, the timeline for roof replacement is determined by the Board of Directors. Roof replacement or repair caused by hurricane, storms, wind, or other acts of god is the responsibility of the homeowner. As a result of roof replacement damage caused by hurricane or other acts of god, the Association within its sole and absolute discretion may offer roof replacement assistance for those units affected in order to secure and maintain the aesthetic appearance of the roofline.

# Board Policy Addendum

## SWIMMING POOL RULES

Approved By The Board of Directors (4-17-07) (Revised 12/15/15)

- All local and Florida Statutes pertaining to the use and operation of the swimming pool will be strictly enforced.
- The swimming pool is not available for private rentals nor is it included with the clubhouse rental.
- Minors (those under the age of 14) including minor guests must have adult resident supervision while in the pool area.
- Proper swimming pool attire is required. Cutoffs are not considered proper swimming attire. Infants must have rubber or plastic covers over diapers.
- Those using the swimming pool must rinse off at the shower area before entering the pool. If creams, sprays, or lotions are reapplied for sunbathing, you must rinse before entering the pool.
- Pool furniture is not to be moved closer than four (4) feet to the pool. Protect pool furniture with a towel or other covering when using creams, sprays, or lotions.
- Running, diving, deliberate splashing, or general horseplay is strictly prohibited. When adult swimmers are in the pool, children must stay on one side of the pool thus leaving room for lap swimmers.
- Food and beverages in glass containers are strictly prohibited in the fenced area. No beverages or food may be within four (4) feet of the pool.
- No animals are permitted within the fenced pool area. •Persons with contagious diseases, skin infections, rashes, or similar health conditions are not permitted to use the pool.
- No rafts, balls, or large toys are permitted within the pool or pool area. Infant swim sleeves and step-in child tubes are permitted with adequate supervision.
- Owner/residents are permitted a limit of five (5) guests at the pool.
- Smoking is not permitted within the fenced pool area.

## CLUBHOUSE RULES

- The clubhouse may only be used by owners, residents, and guests when accompanied by an owner or resident.
- Smoking is not permitted inside the clubhouse.
- Pets, bare feet, and wet bathing suits are not permitted within the clubhouse.
- Minors are only permitted in the clubhouse when accompanied by an owner or adult resident.
- When using the clubhouse, please make sure you leave the clubhouse in clean condition. If you are planning to use any of the china, glasses, and utensils, please make sure they are cleaned and put away and leave the clubhouse in a clean and orderly condition.
- If you are the last person to leave the clubhouse, please make sure you turn off the lights and air conditioning / heat, and lock the clubhouse doors.
- Only Owners are permitted to rent the clubhouse for a private function. (Clubhouse Rental Agreement • Forms and instructions on how to rent the clubhouse are located on the bulletin board in the clubhouse).
- Restroom doors located inside the clubhouse are to be kept locked at all times when not in use.

## Clubhouse Rental Process

Revised 1-27-09 by Board of Directors and supersedes any previous clubhouse Rental

Dear Homeowner,

Enclosed please find the Clubhouse Rental Agreement form, Clubhouse Rental Agreement Checklist, and the Clubhouse Rental Rules. Clubhouse Reservations must be made at least seven (7) days prior to the scheduled event but not more than sixty (60) days in advance. Please contact a member of the Recreation Committee prior to completing the Clubhouse Rental Agreement form to be sure the clubhouse is available for the date and time of your event. If the date and time of your event is available, please fill out the Clubhouse Rental Agreement form along with your \$25.00 rental fee and \$200.00 deposit and turn it into any member of the Recreation Committee. The \$200.00 deposit will be returned following an approved post rental inspection by the Recreation Committee of the clubhouse, clubhouse grounds, and sprinkler heads along the parking areas. (sprinkler inspection will take place no later than at the next monthly irrigation inspection). The deposit will not be returned if there have been any violations of the rental agreement. One of the concerning issues regarding the clubhouse rental is parking and the potential damage to sprinkler heads in the grassy areas. Another concern is the courtesy to our neighbors at the north end of Bimini Bay by not blocking any driveways. Please inform your guests (either included in your formal invitation, by phone or email, etc.) that they should park in the parking spots on either side of the pool and along the inside street around the clubhouse, pool, and gazebo areas. **PLEASE INCLUDE IN YOUR DIRECTIONS THAT GUESTS' CARS SHOULD BE PARKED ONLY ON THE PAVEMENT AND SHOULD NOT BE PARKED ON ANY GRASSY AREA** so as to not damage any sprinkler heads. Also as a courtesy to our neighbors, any clubhouse event must conclude no later than midnight. Upon the completion of your event, please fill out the Clubhouse Rental Agreement Checklist verifying the clubhouse has been cleaned and turn it into the Recreation Committee for inspection and deposit return. Have a great time with your guests!

The Recreation Committee

## Clubhouse Rental Rules

- 1) Only owner residents of Bimini Bay may reserve and rent the clubhouse for private parties. The owner resident must be in good standing with the homeowners association. The owner resident renting the clubhouse must be present during the entire event and is responsible for his/her guests complying with all clubhouse rental rules and guidelines.
- 2) Reservations for the event must be made through the Recreation Committee to be certain that a Bimini Bay sponsored event is not scheduled for the requested date and time.
- 3) Reservations must be made at least seven days prior to the scheduled event but not more than sixty (60) days in advance. The rental fee for using the clubhouse is \$25.00. Additionally, there is a \$200.00 deposit to cover the cleaning cost which is refundable if the clubhouse is found to be in satisfactory condition. The \$25.00 rental fee is not refundable.
- 4) The swimming pool and deck are NOT available for private rentals and are not to be used by your guests during your event.
- 5) The owner resident reserving the clubhouse will be responsible for any damages incurred during the use of the clubhouse. The association will not be responsible for any injuries incurred during the event.
- 6) Decorations used for the event must have prior approval of the Recreation Committee and must be removed by noon the day after the scheduled event. Existing clubhouse decorations and pictures may not be removed. Masking tape is the only medium to affix decorations to the walls and woodwork. Nails and tacks are not to be used under any conditions. No open flames may be used in the clubhouse.
- 7) The main hall, kitchen, and bathrooms are to be cleaned and left exactly as they were found. China, glasses, and utensils must be cleaned and returned to their proper places. Supplies that are stored in the kitchen storage areas, cabinets, drawers, and refrigerator may not be used for private functions.
- 8) Smoking is NOT permitted inside the clubhouse.
- 9) Duration of rental will not exceed six (6) hours and as a courtesy to our neighbors around the clubhouse area, your scheduled event must conclude no later than midnight.
- 10) Garbage, trash, and recyclables are the responsibility of owner resident and must be removed at the conclusion of your event.
- 11) The recreation committee reserves the right to ask for equal replacement if Bimini Bay items are removed, damaged, or destroyed.
- 12) Please inform and direct your guests to park in the parking areas on either side of the pool area and on the inside street along the side of the clubhouse, pool, and gazebo area. PLEASE INDICATE TO YOUR GUEST NOT TO PARK ON ANY GRASSY AREAS SO WE DO NOT HAVE ANY BROKEN SPRINKLER HEADS.
- 13) Any subsequent damage to the sidewalks and sprinkler system will be the responsibility of the owner resident who will be held responsible for repairs and the entire reimbursement of their associated costs up to and exceeding the clubhouse deposit.
- 14) Occupancy in the clubhouse is limited to 35 persons.
- 15) The clubhouse may not be leased for commercial, political, or religious functions.
- 16) Prior to acceptance of the clubhouse, the owner resident will bring all discrepancies and pre-existing damage to the attention of the HOA officer.

**Bimini Bay Homeowners Association  
Clubhouse Rental Agreement**

Owner Resident \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ Purpose of Rental \_\_\_\_\_

Date Reserved \_\_\_\_\_ Time of Event From \_\_\_\_\_ a.m./p.m. until \_\_\_\_\_ a.m./p.m.

As part of this rental agreement, I/We understand that in order to rent the clubhouse I/We must be in good standing with Bimini Bay Homeowners Association and agree to the following rental criteria:

- 1) Owner agrees to be present prior to the time of the event to set up the parking direction and supervise the parking of guests (i.e. parking as posted, not parking on grass, etc.).
- 2) Owner agrees to be present during the entire time of the event.
- 3) Clubhouse rental is limited to the main clubhouse room ONLY. It does NOT extend to the use of the swimming pool or surrounding deck.
- 4) The owner and all guests agree to follow the same (posted) clubhouse rules and restrictions to which the homeowner residents and tenants are subject.
- 5) Owner and guests assume full responsibility and liability for their behavior and hold the Bimini Bay Homeowners Association harmless from any claims that may result from their actions.
- 6) The event for which the clubhouse is being rented **must** be concluded no later than midnight as a courtesy to our neighbors.
- 7) When finished, the clubhouse room must be completely cleaned, including kitchen, bathrooms, and refrigerator. No food is to be left in the refrigerator. All furniture is to be returned to its original position and all trash removed from the premises. All garbage and trash must be removed at the conclusion of your event.
- 8) Owner agrees to pay for all damages and cleanup costs incurred to the clubhouse.
- 9) The \$200.00 deposit will be refunded ONLY if all the above has been complied.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\$25.00 Fee Received                      Cash      Check # \_\_\_\_\_

\_\_\_\_\_  
Recreation Committee Member Signature

\$200.00 Deposit Received               Cash     Check # \_\_\_\_\_

\_\_\_\_\_  
Date

### Clubhouse Rental Agreement Checklist

Revised 1-27-09 by Board of Directors and supersedes any previous Clubhouse Rental Agreement checklist

Please complete and submit this checklist to the *Recreation Committee* upon the completion of your event.

**Owner Resident Inspection**  
(please ✓ each area when completed)

**Recreation Committee Inspection**  
(please ✓ each area when completed)

|                                    |   |                          |
|------------------------------------|---|--------------------------|
| Trash / Garbage                    | Placed in proper receptacles and removed                                      | <input type="checkbox"/> |
| Recyclables                        | Placed in proper receptacles and removed                                      | <input type="checkbox"/> |
| Food                               | Removed from refrigerator   | <input type="checkbox"/> |
| Ice maker                          | Turned Off  | <input type="checkbox"/> |
| Air Conditioner                    | Turned Off and set at 75 degrees  | <input type="checkbox"/> |
| Lights                             | Turned Off  | <input type="checkbox"/> |
| Doors                              | All clubhouse doors are to be locked including the two doors to the restrooms | <input type="checkbox"/> |
| Furniture                          | Clubhouse Furniture returned to original configuration                        | <input type="checkbox"/> |
| Cleaning                           | Counters and Sink   | <input type="checkbox"/> |
|                                    | <input type="checkbox"/> Refrigerator   | <input type="checkbox"/> |
|                                    | <input type="checkbox"/> Microwave  | <input type="checkbox"/> |
|                                    | <input type="checkbox"/> Tables Chairs Floors                                 | <input type="checkbox"/> |
| <input type="checkbox"/> Restrooms | <input type="checkbox"/>  | <input type="checkbox"/> |

Comments

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Homeowner Signature \_\_\_\_\_

Date \_\_\_\_\_

\$200.00 Deposit Return Approved

\$200.00 Deposit Return Not Approved  
(If not approved see reasons given on back)

Recreation Committee Signature \_\_\_\_\_

Date \_\_\_\_\_

## Driveway Paint Requirements

Under BP 8.5.1.1 D Driveway Paint. (Approved 9-29-20) Sherwin Williams HC141 Cemented Deal Formula Book Mixing Code Number is the only Driveway paint approved by the Association (See below).

Sherwin – Williams 702215 03.13-20  
321-768-8810 Order # 0174426  
INT/EXT ARCHITECTURAL  
COLORTOP SOLVENT BASED STAIN  
STANDALONE

HC141 CEMENTED DEAL  
FORMULA BOOK

|              |    |    |    |     |
|--------------|----|----|----|-----|
| BAC COLORANT | 02 | 32 | 64 | 128 |
| B1-BLACK     | -  | 14 | -  | -   |
| R2-MAROON    | -  | 3  | -  | -   |
| T3-DEEP GOLD | -  | 24 | -  | -   |

ONE GALLON      EXTRA WHITE

10 114214              650711419