

***BEACON HOUSE CONDOMINIUM***

(B.H.C., Inc.)

2170 Gulf Shore Blvd. N.

Naples, FL 34102

239-262-4095

**BEACON HOUSE CONDOMINIUM**

**OWNER'S RULES AND REGULATIONS**

**Updated October, 2021**

Apartment No. \_\_\_\_\_

## **OWNER'S RULES AND REGULATIONS**

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## INTRODUCTION

Beacon House Club is a private residential club, governed by a Board of Directors composed of owners elected by the entire membership at the Annual Meeting. All management services performed by officers, directors and committee members are provided voluntarily and it is expected that every owner will at some time serve in one of these capacities.

In every condominium, standards of conduct must be established to protect the rights of all individuals. The underlying documents governing the management of the club are:

1. Certificate of Incorporation, of B. H.C., Inc., a Condominium Corporation.
2. Enabling Declaration of Covenants, Restrictions, Limitations, Conditions and Uses creating and establishing a plan for Beacon House, a Condominium Corporation.
3. Declaration of Restrictions and By-Laws of B.H.C., Inc., a Condominium Corporation.

Amendments to these three documents must be approved by the membership.

In addition, a set of Rules and Regulations has been established and approved by the Board of Directors. Changes, additions, or deletions of these rules require approval by the Board and become binding upon all owners, unless they conflict with the three Enabling Documents listed above.

Important requirements from the Certificate of Incorporation, the Enabling Declaration, the Declaration of Restrictions and By-Laws, and Florida's Condominium Act have also been incorporated into these Rules and Regulations.

The Maintenance Supervisor (M-SP) is authorized to enforce the Rules and Regulations with the cooperation and concurrence of the Board. Grievances can best be handled by presenting them in writing to the M-SP. If corrective action is beyond the scope of the M-SP's duties, he will present the written grievance to the Secretary of the Board, who will furnish a copy to each Director for further consideration.

Owners are responsible for advising their guest and lessees to familiarize themselves with the Rules and Regulations to ensure that they know what is expected of them as residents.

In the interest of maximum effectiveness, the M-SP will only take direction from the President, or his designee, and will cooperate with committee Chairpersons.

## GENERAL INFORMATION

Enabling Declaration of Beacon House Club provides for three categories of areas: Family Units, Common Elements and Facilities, and Restricted Common Elements and Facilities.

### **Family Units/Apartments**

Apartments are defined as elements or spaces of the unit boundary lines and the horizontal planes of the floors and ceiling elevations, except pipes, wires, conduits or other public utility lines running through apartments which are utilized by, or serve more than one apartment. Each owner is responsible for the maintenance and repair of his unit, including the engagement of local firms for such repair services as electrical, plumbing, appliances, painting, etc. Apartments shall be used for residential purposes only and may not be used for business or for commercial use whatsoever.

### **Common Elements and Facilities**

Common Elements and Facilities are defined as the multi-family structures and the property upon which it is located and includes, but is not limited to, the land, roof, main walls, slabs, elevator shafts, staircases, halls, laundry rooms and appliances, guest parking spaces, guest apartments, Manager's office, community and commercial facilities, Marine Rooms and adjoining kitchens and appliances, swimming pool, swimming pool equipment, pumps, wires, conduits, plumbing and other public utility lines which pass within each unit as an appurtenance thereto. Beacon House Club is responsible for the maintenance and repair of all Common Elements and Facilities.

### **Restricted Common Elements and Facilities**

Restricted Common Elements and facilities are defined as balconies and second floor sundecks next to an apartment, first floor storage rooms and covered automobile parking spaces. These facilities are assigned to each apartment owner for their exclusive use.

Responsibility for maintenance and repair of Restricted Common Elements and Facilities is divided between Beacon House Club and apartments owners. Maintenance of assigned parking spaces is the responsibility of Beacon House Club except the repair of damaged surfaces caused by negligent use, such as consistent or excessive oil spills, and by damages to structural members; (example – parking space walls or columns.) Maintenance and repair of the inside of assigned storage rooms are the responsibility of apartment owners.

Maintenance repair, painting and replacement of standard balcony metal cages and screens, sliding glass/patio/balcony doors, ceilings and walls are the responsibility of Beacon House Club. Owners of apartments are responsible for the maintenance and repair of balcony floors and items installed by current or former owners, such as protective curtains, shutters, blinds or other wind breaking or sun protection materials. Maintenance, painting and repair of second floor sun decks and fencing are the responsibility of Beacon House Club.

## DESCRIPTIONS

Whenever used in the Rules and Regulations, the following words, or groups of words, and phrases shall have the meaning or significance stated below:

- A. ADULT shall mean a person who is eighteen (18) years or more of age.
- B. BHC shall mean Beacon House Club.

- C. BOARD shall mean the duly elected members of the BHC Board of Directors.
- D. M-SP shall mean Maintenance Supervisor.
- E. OWNER/UNIT OWNER shall mean the person, or persons, who has the legal title to an apartment at BHC as recorded in Collier County, Florida.
- F. DOCUMENT shall mean all the BHC By-Laws, the Amended and Restated Declaration of Condominium, as well as the Rules and Regulations adopted by the Board.
- G. INDIVIDUAL shall mean one adult male, or one adult female, or an adult couple.
- H. INDIVIDUAL OWNER shall mean any person as the words individual and owner are defined in this document.
- I. LEASE shall mean a contract between an owner and another person, permitting such other person to occupy an owner's apartment without the owner. Owner may lease his apartment for a minimum of ninety (90) consecutive days or three (3) calendar months and for a maximum period of one (1) year. No unit may be leased more than twice in a twelve-month period, measured from the beginning date of the previous occupancy.
- J. LESSEE shall mean a person who has been granted occupancy or use of an apartment by an owner with prior approval of the Board.
- K. Meaning of words: Whenever required in this document, the masculine shall include the feminine. The singular shall include the plural.

## **SECTION ONE**

### **MAINTENANCE-SUPERVISOR (M-SP)**

The M-SP is hired by the Board of Directors and provides help to preserve, protect and maintain the Common Areas and Facilities of BHC, as well as assist owners, lessees, and guests as needed.

Supervisor will take direction from the President, or his designee, and will cooperate with Committee Chairpersons.

Supervisors working hours are Monday through Friday, 8:00 A.M. to 5:00 P.M., with a one hour lunch.

The services that the M-SP is authorized to provide, include but are not limited to:

- Enforcement of BHC Rules and Regulations. If violations exceed the scope of authority, M-SP will request the grievance be submitted in writing to the President or Secretary of the Board;
- General maintenance and minor repairs to our buildings and common areas;
- Supervise apartment entry for pest control, service or maintenance personnel when owner is not in residence. M-SP may also enter a unit to make repairs or deliver packages;
- Inspect installation of hard surface flooring and hurricane shutters/sunshades;
- Oversee Marina and Marina Parking Lot.

The M-SP is not allowed to show an apartment that is for sale, but will refer all inquiries to the listing Realtor.

Please use the office phone (239-262-4095) to notify M-SP of any non-emergency matters that need attention, or to inform M-SP of a contractor or service person needing entry to our buildings. Only use the M-SP's cell phone (239-825-4441) in the case of an emergency or serious malfunction.

**M-SP may only perform personal services for owners, guests or lessees during non-working hours, and may do so for a fee to be agreed upon by both parties. BHC assumes no responsibility or liability for such services performed by the M-SP during his non-working hours. (See Section Four - Forms)**

## SECTION TWO

### ACCESSIBILITY OF RULES AND REGULATIONS

Owners are responsible for advising their guests and lessees to familiarize themselves with the Rules and Regulations to ensure that they know what is expected of them as residents of BHC. Owners are asked to leave a copy of the Rules and Regulations for guests during the owner's absence. The Membership Committee will give a copy to lessees and new owners at the time of the introduction meeting. Additional copies may be obtained from the office.

### ALTERATIONS/RENOVATIONS/STRUCTURAL CHANGES TO APARTMENT NEEDING BOARD APPROVAL

Since BHC buildings date from the 1960's, it is important that any significant alteration or structural modifications do not cause damage to the integrity of BHC buildings' mechanicals or weight-bearing walls. Architect/contractor plans must be submitted to the Board for approval for any such project. (A BHC form for such renovations can be found in Section Four of the Rules & Regulations.) Examples of such changes that require Board approval include but are not limited to: installations of hurricane shutters or sun-shades, installation of hard-surface flooring in apartment or balcony, removal of a wall or portion of a wall, or remodeling of kitchen or bathroom.

### BALCONY/SUNDECK

Maintenance, repair, painting and replacement of balcony screens, metal cages, sliding glass doors, wall, ceiling, electrical outlet, and light fixture are the responsibility of BHC. Maintenance of the fence around sundecks is also the responsibility of BHC. All alterations are prohibited unless owner has Board approval. Repair or replacement of any of these items, due to the carelessness or negligence of the owner, their lessees or guests, is the responsibility of the owner.

Items installed by current or former owners, such as hurricane shutters, blinds or other wind breaking or sun protection materials are also the owner's responsibility.

In addition, owners may not puncture (by nails, hooks, screws) the balcony floor, wall or ceiling without the prior written approval of the Board.

Owners may not use a balcony/sundeck to store or hang personal items, use a barbecue grill or fireplace of any kind.

No glass tables are permitted on the second floor sundecks.

No coverings or fasteners either temporary or permanent may be affixed to the railings, lanai cages or screening of decks, balconies or lanais.

Owners who are absent for a month or longer must remove balcony/sundeck furniture and all other movable items, unless protective wind screens are lowered. Owner(s) who are negligent in complying with this rule, will be charged for removal and/or any damage incurred by non-compliance.

### BALCONY/SUNDECK FLOORS

The installation of tile is advised to protect the waterproof coating of the balconies. All tile contractors must see the M-SP (Maintenance Supervisor) for a list of approved adhesives. If unapproved adhesives are used, the removal and replacement of tile, adhesive and waterproof coating will be at owner's expense.

Owners are responsible for keeping balcony "weep holes" open to drain excess rain water, as well as the maintenance and repair of balcony/sundeck floors. When cleaning, please do not allow excess water to run off to balconies below. Carpet on balcony and sundeck floors is prohibited. Paint and tile on sundeck floors is also prohibited.

Owners of all 2<sup>nd</sup> floor units that connect to "limited common area sundecks" must sign an Acknowledgement & Acceptance Agreement whereby they will abide by all manufacturer's requirements regarding the care and maintenance of the surface of said Sundeck.

## **BICYCLES**

No bicycles may be stored in the carport areas. The temporary storage of bicycles is allowed while the owner is in residence, in the bike storage building. Each bike must be identified by name and unit number. Owners absent over a month must remove their bikes to their units or storage area. Bicycles left in the storage room may be donated. (11/2016)

A bicycle rack is provided adjacent to the pool.

## **BULLETIN BOARDS**

All notices (BHC units “For Sale,” Board agendas, etc.) should be posted on the bulletin board provided in each building. Only BHC notices regarding the working condition of the elevator may be posted on the exterior, stainless steel elevator frame. No items may be adhered to the interior of the elevator.

## **CARTS**

Association-owned carts are available for use by owners, guests and lessees. They are located in the West building trash room, and by the mail area in the East building. Please return the carts to these locations. Leaving carts or any other articles on stairwell landings or halls is a violation of Naples Fire Department regulations.

## **CAR WASHING/BEACH WASH OFF**

The car washing area is located at the east corner of BHC property. Upon completion of use, the water valve must be turned off, hose rewound onto rack, and all debris removed. Please use this area, or the water faucets located in each carport, to remove sand from strollers or bicycles before entering buildings.

Beach wash off is located at the Marina near the Kayak Launch. Please wash off **all** sand before entering buildings.

## **CLOTHES DRYING**

Clothes lines or similar devices will not be permitted on the premises of BHC.

## **COMMITTEE MEETINGS AND MEMBER PARTICIPATION**

Notice of all Committee meetings, except social, must be posted 48 hours beforehand and include the location, time and an identified agenda. Meetings are open to all members and will be conducted with Robert’s Rules. Committee members are appointed and serve at the pleasure of the Board.

## **COMPLIANCE COMMITTEE**

Any violation of the BHC By-Laws and Rules and Regulations must be brought to any Board member in writing before consideration may be given. The Board may then convene the Compliance Committee, consisting of 5-7 non-Board members, who will review all pertinent factors and make a recommendation to the Board for final action.

## **CONTRACTORS AND SERVICE PROVIDERS**

All plumbers and electricians must be licensed and insured.

To prevent safety and privacy issues, owners are required to register all contractors, delivery and service personnel with our M-SP. Please call the BHC office phone number, 239-262-4095.

**In addition, all contractors and service personnel are permitted to work at BHC only on weekdays from 8:00 A.M. to 5:00 P.M. Major renovations may only take place between May 1 and November 1. Further, hammering and drilling by owners, lessees, or guests is restricted to 9:00 A.M. – 5:00 P.M. weekdays only.**

It is also required that contractors remove work-related debris (carpeting, tile, etc.) from BHC premises. Debris may not be placed down the garbage chute, nor placed in the BHC dumpster. If contractors place debris in the dumpster, owners will be charged a fee for debris removal. Infractions should be reported to the M-SP or Board member immediately. If there is an emergency repair at any other time of the day or week, the M-SP must be informed. (See "DELIVERIES")

## **DELIVERIES**

In an owner's absence, the M-SP may sign for small packages and deliver them to apartment. Owners are required to protect the elevator walls with protective padding when there is to be a large delivery or a contractor bringing equipment into the elevator. The pads are located in each building's Trash Room. Owners may request assistance from the M-SP, the contractor or delivery person to hang the pads, which must be removed as soon as possible after use. Pads may not be hung in the elevators from Friday, 5:00 P.M. to Monday, 8:00 A.M. Owners must ensure that only the side doors be used for contractors' equipment and deliveries, and M-SP has been notified. (See "CONTRACTORS AND SERVICE PROVIDERS")

## **EMERGENCY CONTACT PERSON**

Submit "Emergency Contact Form" (See Section Four) to the M-SP with name and phone number of individual to be called in a personal emergency. It is suggested that an extra apartment key be given to a neighbor, as well as a copy of the form.

## **EMERGENCY PROCEDURES: CONTACT M-SP or BOARD MEMBER ASAP**

When an electrical power failure occurs, emergency lights turn on automatically in the halls and stairwells of each building. Smoke detectors are wired into BHC's fire system.

## **AN EMERGENCY PHONE IS LOCATED IN EACH MARINE ROOM AND IN THE POOL AREA. MEDICAL EMERGENCY – IMMEDIATELY CALL #911 FOR ASSISTANCE.**

## **FIRE EMERGENCY – IMMEDIATELY CALL #911 FOR ASSISTANCE, NO MATTER HOW SMALL THE FIRE.** In addition, take the following steps:

Place the palm of the hand on the top of the apartment door. If hot, do not try to open the door. If cool, open door and pull either of the two fire alarm levers located on each floor near the stairwell doors. This alarm connects directly to the Naples Fire Department and will also activate alarms throughout the building, including inside each owner's apartment.

For a small fire, use portable fire extinguisher, located on each floor near the elevator. These extinguishers are dry chemical and may be used for fires involving grease, oil, flammable liquids, electrical wiring, fixtures and appliances.

They may also be used to fight fires involving wood, paper, cloth, plastic and rubber.

Do not use elevators.

Close all windows and balcony sliding doors.

Turn off air conditioning unit and ceiling fans.

To evacuate the building, place palm of hand on top of the apartment door, and repeat steps listed above. Proceed to a stairwell indicated by the red "EXIT" sign. Again place palm of hand against the stairwell door. If cool, open door. If flame, smoke or hot gases emerge from the stairwell into the hallway, close door immediately and proceed to balcony, after closing apartment and balcony sliding doors. Await rescue by the NFD. At night, indicate location with a flashlight.

## **ELEVATOR EMERGENCY**

Use the phone in the elevator to call the elevator company. The call will be answered at any time of the day or night, and a technician will be dispatched promptly. In a power outage, the elevator will automatically descend to the 1<sup>st</sup> floor and the doors will open.

## **FLOOD EMERGENCY**

Due to BHC's buildings design, backed-up sinks, toilets, tub/showers may likely impact neighbors located on the same floor and below owner's apartment. Turn water main lever/knob "off." (It is vital this lever/knob is functioning and not rusted "open.") Notify M-SP and a Board member immediately. Only licensed plumbers, familiar with BHC buildings will be allowed to work on the main stack. (Review owner's liability under "GARBAGE DISPOSAL".)

## **FINES**

The Board of Directors may, by the following Florida Statutes – Section 617.10 (3), impose fines in such reasonable sums as considered appropriate, not to exceed \$100.00, against unit owners for violations of the Condominium Documents, including these Rules and Regulations, by owners or their guests or lessees. Each day of the violation shall be a separate violation and fines may be assessed up to \$1000. No fine shall be assessed until the owners have been given an opportunity for a hearing. The procedure for the hearing shall be as follows:

1. Notice of a violation of the Rules and Regulations or By-Laws must be given to the Vice-President or Secretary of the Board, in writing, before a matter will be reviewed. The Board may then ask the Compliance Committee to address the issue and make a recommendation to the Board for final action.
2. The party against whom the grievance has been made shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days, and said notice shall include:
  - a. A statement of the date, time and place of hearing;
  - b. A statement of the provision of the BHC Declaration of Condominium, By-Laws, or Rules and Regulations which have allegedly been violated;
  - c. A short and plain statement of the violation(s) asserted by BHC.
3. The party against whom the fines may be levied can respond, present evidence, and provide written and oral arguments on all issues involved. Unit owners will have an opportunity at the hearing to review, challenge and respond to any material considered. In addition to a fine, the Board has the option of taking legal action.

## **FLOORING**

In addition to carpeting, owners may install tile, wood, and other hard surface flooring materials in their units with the following requirements:

1. **The installation of hard surface flooring must be approved by the Board** prior to any installation. Please refer to BHC Renovation Application found in the BHC Rules and Regulations dated January 2015.
2. The M-SP must personally verify that the underlayment material to be installed is consistent with the Board approved soundproofing which currently shall be of such kind and quality to achieve a Sound Transmission Class (STC) of at least 72 and an Impact Insulation Class IIC rating of at least 68.
3. Before the licensed contractor leaves the site, the M-SP must personally inspect the hard surface flooring material to verify the installation complies with the Manufacturer's warranty standard, which currently includes under Proflex 90, but may not be limited to, installation at a distance of at least one-quarter (1/4) inch from the walls of the apartment.

4. Violations will not be tolerated, and owners will be sanctioned if rules are not followed. (Refer to “Fines”, page 8).
5. Recognizing a certain amount of sound transfer exists in any multi-family dwelling, owners are requested to take reasonable actions to abate any potential noise problems by placing area rugs in appropriate areas within their unit, using pads on furniture feet, not wearing hard heel and soled shoes within the unit, avoiding the movement of furniture at early or late hours, and taking any other actions to minimize the transfer of noise.
6. Should an owner find their enjoyment of their unit is being unreasonably interrupted by noncompliance with the rules herein, a written complaint should be made to the Board.

## **GARBAGE CHUTES**

Garbage chutes located on each floor may only be used during weekdays, from 8:00 A.M. – 9:00 P.M. On weekends and holidays, the M-SP is not on duty to dispose of trash. The use of garbage chutes is prohibited from Friday, 5:00 P.M. until Monday, 8:00 A.M. Weekends and holidays, residents are required to use the dumpster, located in the Marina parking lot. Liquids and glass must be conveyed in a bag and hand carried to the Trash Room. All remaining garbage must be placed in a sturdy bag and tied securely before using the chute. Double bag any bag that has a hole.

## **GARBAGE DISPOSAL**

Neighboring apartments may be impacted by a clogged drain. It is essential that disposals be used only for small amounts of easily ground food materials. To ensure that major clogs do not occur in the buildings, do not grind the following items:

Metals, glass, paper, ceramics, cloth, string, rubber, seafood shells, artichokes, corn husks, melon and citrus (especially lime) rinds, banana skins, pea and bean pods, asparagus stalks, or any other tough, fibrous material.

Do not pour grease of any kind into the disposal or sink.

Run water for one (1) minute after disposal is clear of food.

The cost of plumbing repairs or water damage to a neighbor’s apartment resulting from misuse of disposals or owners’ clogged sinks will be charged to the owner of the responsible unit. If the problem is in the main stack, notify the M-SP. Only licensed plumbers, familiar with BHC buildings will be allowed to work on the main stack.

## **GRILL AREAS**

Gas-fired grills are located outside each building. After use, owner/lessee are responsible for scraping grills with tool provided. Please remember to turn the gas valve and light “off,” remove all debris and leave the cover off the grill. Cleaning staff will clean area and replace grill cover.

## **GUEST APARTMENTS**

1. Reservation requests must be emailed to **bhcnaples.guestsuites@gmail.com** and will be accepted beginning at 12:00 noon Eastern Daylight Time on September 1<sup>st</sup>. Emails dated and timed before 12:00 noon EST on September 1<sup>st</sup> will **NOT** be accepted. Reservations will be recorded in order that they were received. Your reservation status will be communicated via email.
2. **Calls to M-SP mobile phone or to the office phone will **NOT** be accepted.**
3. Owner/Lessees who had a preferred date the previous season (Thanksgiving, Christmas, New Year’s and Easter weekend) must wait seven days to be eligible to request the same dates for the upcoming season. These requests will not be accepted until 12:00 noon on September 8<sup>th</sup>. Email your reservation request to **bhcnaples.guestsuites@gmail.com**. Please refer to the calendar on the website for availability.

4. Initial reservations will be accepted for a **minimum of two days to a maximum of 14 days**. Additional reservations beyond the initial 14 day maximum will only be accepted 30 days or less before the requested rental period. Please refer to the calendar on the website for availability.
5. **A one-time security deposit of \$200 from the Owner/Lessee is required to complete any/all rental reservation(s) for the season.** The security deposit check is to be made payable to B.H.C., Inc. and mailed to: 2170 Gulf Shore Blvd. N., Attn: Office, Naples, FL 34102. The security deposit must be received within 14 days of making the reservation or the requested days will be reopened on the calendar to all Owners. The security deposit will be held by B.H.C., Inc. If there is no damage and all reservations are honored and fully paid, the security deposit check will be returned the following August 31<sup>st</sup>.
6. Owner/Lessee will be invoiced via email at the end of each rental period. Payment is the Owner/Lessee's responsibility. Payment will not be accepted from the guest. A check for the full balance is to be made payable to B.H.C., Inc. and must be received by the BHC office within two weeks of the invoice date.
7. Reservations must be made by the Owner/Lessee. Owner/Lessee or authorized representative must be in residence during the rental period. Owners who lease their unit relinquish the right to use all BHC amenities, including use of the Guest Suites for the entire duration of the rental period. Owners/Lessees with any past due BHC balances will not be allowed to rent the Guest Suites.
8. An Owner/Lessee may reserve both Guest Suites concurrently for a maximum of seven days.
9. Guests under the age of 21 must be accompanied by an adult age 21 or over.
10. Owner/Lessee is responsible for informing guests of all relevant BHC rules.  
Owner/Lessee is responsible for any and all damages that may occur during their guest's stay.
11. There is no daily maid service. Clean linens and towels will be provided at the beginning of the occupancy. Laundry facilities are available in the West Building housekeeping room and must be coordinated with the M-SP.
12. Check-in time is 3:00 PM. Check-out time is 10:00 AM unless otherwise arranged in advance.

Please direct all questions to: [bhcnaples.guestsuites@gmail.com](mailto:bhcnaples.guestsuites@gmail.com). (5/19)

## **HALLWAYS**

No owner may paint, decorate or change the appearance of any portion of the exterior of his apartment or the common areas. \* No personal, decorative items may be placed on or around an owner's door. This includes, but is not limited to, wreaths, area rugs, statuary, tables, plants, etc. All other items must be approved by the Board, with the unanimous consent of all four apartment owners on a floor. Artwork may be installed on the walls, only with the unanimous consent of all four apartment owners on a floor.

- Exception – the permanent closing of an entry door as a result of renovations. Owner is required to remove exterior door and door moldings, re-plaster and match paint color of hallway walls and replace baseboard with material and paint color to match existing baseboard.

## **HURRICANE SHUTTERS/SUN SHADES**

The installation of hurricane shutters, sun shades or any other attachment to exterior windows, doors or screens is prohibited without the approval of the Board. For a uniform exterior appearance, specifications include, but are not limited to: support posts must match the color of the balcony aluminum cage; shutters/shades may only be white or off-white in color and meet or exceed South Florida Building Codes; electric motors must be

installed by licensed, insured electrical contractors; and all mountings must use stainless steel bolts, nuts, fasteners, etc. Owner is responsible for removal of shutters for any required balcony repair or maintenance.

## **INSURANCE**

BHC insurance does not cover an owner's property located within his apartment, balcony, assigned storage locker, bike rack or carport or elsewhere on the BHC premises. BHC insurance does not cover an individual owner's apartment interior. Each owner is responsible for insuring the personal property within, as well as all floor, wall, ceiling coverings, all built-in cabinets, appliances, water heater, air conditioning and heating equipment, plumbing and electrical fixtures that are located within the apartment.

BHC encourages owners to carry homeowner's insurance. An owner must bear financial responsibility for any damage to his own apartment and/or damage he has caused to another owner's apartment or personal property.

## **LAUNDRY**

A posted schedule for laundry use is located in each laundry room. Unassigned days are considered "free days" and available to any resident of a given floor. Owners/lessees are responsible to furnish their own laundry products.

Laundry rooms may be used only from 8:00 A.M. to 9:00 P.M. When laundry is finished, turn the water lever to the "off" position, leave the washing machine lid open and clean the lint screen.

## **LEASING APARTMENT**

Please refer to Section Three of these Rules and Regulations. A Lease Application is in Section Four.

## **MAILBOX**

The M-SP will obtain a replacement if mailbox key is lost (at Owner's expense).

## **MAINTENANCE OF APARTMENT, STORAGE LOCKER AND CARPORT**

Owners are responsible for keeping their exterior door(s), all fixtures and appliances located within, in good condition and repair at all times. In addition, an owner is prohibited from storing any combustible, explosive materials or packaged, bagged edibles in his storage locker.

Water main lever/knob in the apartment must be turned to the "off" position when owner is not in resident for longer than a month.

No personal items of any kind may be stored in the carport at any time.

## **MALFUNCTION OF ASSOCIATION PROPERTY**

Malfunction or damage of association property should be reported to the M-SP or Board member immediately. "Association property" includes such items as the lobby intercom equipment or door; laundry washers and dryers; exterior doors; balcony screens; electrical outlets or aluminum frames; pool fencing, equipment or furniture; elevators; and Marine Room appliances, TV or phones.

## **MARINA**

1. A fish cleaning station is available at the West end of the Marina.
2. A non-owner boat slip lessee may use the restroom, located outside the East Marine Room. The use of all other BHC Amenities, including the pool and grill areas are prohibited.
3. Non-owner boat slip lessees must park in the parking lot located next to Mooring Line Drive and display the BHC Parking Tag, available from the M-SP.
4. An owner who rents his apartment, forfeits the lease of a boat slip and the use of all other amenities, including pool, pool deck, grill and grill patio, during the rental period.

5. Lessee of a BHC unit must pay full rental rate for a boat slip.
6. Use of Kayak facility is governed by Kayak/BHC Contract and owners must have a signed contract to use launch facilities.

## **MARINE ROOMS**

Marine Rooms are used for membership and committee meetings, and owners/lessees private parties. Rooms may be reserved by signing in the calendar book located in each room.

Refrigerators/freezers may be used for temporary storage; food items should be labeled with name and date. Owners are expected to clean the kitchen after use and are responsible for any damage.

## **MEMBERSHIP COMMITTEE**

### **PRIOR TO THE SALE, TRANSFER OR LEASE OF AN APARTMENT:**

1. All pertinent forms, contract, information, and required fee must be sent to the Membership Committee Chair. (See "Procedure for Sale, Transfer or Lease of Apartment" Page 17, and "Leasing of Apartment" Page 18.)
2. Upon receipt of all items, the committee will schedule a meeting with the prospective new owners/lessees.
3. No sale, transfer or lease of an apartment may be made without the Certificate of Approval, issued by the Membership Committee and approved by the Board.

## **MOORINGS PROPERTY OWNERS ASSOCIATION (MPOA)**

Annual membership in the MPOA can be purchased directly from the MPOA. For information, visit [www.mpoa.org](http://www.mpoa.org). The park is located one block south on Gulf Shore Boulevard. Stickers permitting parking in the MPOA lot may be purchased as part of MPOA membership.-Owners/lessees and guests may access the beach ONLY through Moorings Park or public access ways along Gulf Shore Boulevard, and not through private property of any neighboring apartment complexes. Please brush sand from shoes before entering BHC buildings.

## **NOISE**

Wishing to maintain a congenial and pleasant atmosphere at BHC, please be a good neighbor. Courtesy demands that residents keep noise levels in and around the pool, hallways, grill and parking areas, and on balconies to a minimum, especially between the hours of 9:00 P.M. and 9:00 A.M. "No behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the condominium premises, nor which becomes a source of annoyance to the condominium residents." (Amended and Restated Declaration of Condominium, 14.2, Page 25)

**Owners, privately-hired contractors and service people may use drills, saws and hammers only on weekdays, from 9:00 A.M. to 5:00 P.M. Major renovations may only take place between May 1 and November 1.**

**OCCUPANCY** (for full text, please refer to Amended and Restated Declaration of Condominium, 14.1-15.5, Pages 24 – 26)

## **OWNER/LESSEE OCCUPANCY**

An owner/lessee and his immediate family (spouse, partner, children, grandchildren, brother, sister or parents, by blood, marriage or adoption) may occupy an apartment.

BHC rules restrict occupants as follows:

1. No person under twenty one (21) years of age may occupy an apartment, unless the owner or another immediate family adult is in residence.
2. No more than four (4) persons may permanently occupy a two (2) bedroom apartment, and no more than two (2) people may permanently occupy a one (1) bedroom apartment. “Permanently occupy” means to sleep in an apartment for more than thirty (30) nights during a calendar year.
3. The M-SP should be informed of arrival and departure dates of all owners/lessees and guests. All guests/lessees must be introduced to the M-SP upon arrival.
4. Apartments shall be used for residential purposes only and may not be used for any business or commercial uses whatsoever.
5. No single rooms may be rented and no transient tenants may be accommodated at any time.
6. No unit may be divided or subdivided nor any portion sold or transferred.
7. Non-overnight guests in the absence of the owner/lessee are not permitted, nor are such individuals allowed to use BHC facilities, such as pool or parking areas.

## **OVERNIGHT GUEST OCCUPANCY**

- A. **Owners/lessees may have overnight guests**, so long as the owner/lessee is in simultaneous residence. Under no circumstances may more than six (6) persons sleep overnight in a two (2) bedroom apartment, and no more than four (4) people in a one (1) bedroom apartment.
- B. **Overnight Guests in the Absence of the Lessee:** Lessees are not permitted to have overnight guests (related or non-related) in the absence of the lessee’s simultaneous residence.
- C. **Overnight Guests in the Absence of the Owner** are permitted subject to the following conditions:
  1. **Non-Related Overnight Guests** are limited to two (2) occupancies in a calendar year, with each occupancy to be of one (1) week or less. The M-SP must be notified five (5) days prior to occupancy.  
(Amended & Restated Declaration of Condominium, 15.3)
  2. **Related Overnight Guests** may occupy an apartment. “Related” means persons related by blood, marriage or adoption to the following degree:  
Spouse/partner, parent, grandparent, child, grandchild, or sibling.  
The M-SP must be notified five (5) days prior to occupancy.  
(Amended & Restated Declaration of Condominium, 15.4)

## **PARKING AND SPEED LIMIT**

1. A resident (owner and renter) shall collectively keep not more than two vehicles (excepting the penthouses which may keep four) on any part of Beacon House property.
2. Each vehicle shall be designated by the owner on an annual basis, or when there are any changes, on such form as provided to the owner.
3. The first vehicle shall be kept in the owner’s designated space. Owners should use their designated space(s) before any regular parking in common areas. The second vehicle may be kept in any other unassigned spot.

4. An owner may use another owner's assigned parking spot, with that owner's written consent on such form as prescribed by the Association, and filed with the Manager, but neither owner shall keep more than two vehicles (excepting the penthouses which may keep four) on Beacon House property.
5. In the event an owner leases their unit, the owner's vehicle may remain on the property, but in such case the renter may only keep one vehicle, which must be registered with the Manager prior to occupancy. The renter must execute a written waiver of the second spot, along with or as part of the lease.
6. A marked parking spot for each of the guest suites, shall be restricted to the vehicle registered upon check in. Such vehicle shall display a guest suite hang tag, which must be returned upon check out. At such times as there is no occupant of the guest suite, the spot will be available as unrestricted parking, and there shall be an attachment to the sign to indicate it is available.
7. Each marina slip will have one parking tag issued per slip. Boating guests may park in the marina parking lot, subject to availability.
8. Workmen and service providers may use any available spot for parking on a short-term basis.
9. Care should be taken to allow clear access for emergency vehicles.
10. Should a vehicle not comply, the owner may be subject to fines and costs of removing the vehicle after notice to the owner.

**The maximum speed limit on the entire BHC property is 10 m.p.h.**

#### **PEST CONTROL**

BHC provides bi-monthly extermination services for every apartment. The exterminator must be allowed to treat each apartment. The M-SP will accompany the technician through any unoccupied apartment.

#### **PETS**

No pets of any kind, **with the exception of Board approved Emotional Support Pets** may live or be allowed in a BHC apartment or on the property at any time. All rules must be followed for such approved pets. Such rules include, but are not limited to:

- Other than grassy common areas, emotional support animals are not allowed in any common area such as the Marine rooms and grill areas, the pool and deck areas and guest suites.
- **Pets must be carried when entering and exiting the buildings through the hallways and /or elevator.**
- Owners must pick up all pet waste and dispose of it properly.

**BHC reserves the right to withdraw approval of any emotional support animal if the owner fails to comply with any requirements (stated in the application forms), or if the animal becomes a nuisance.**

#### **POOL/SWIMMING**

An Owner/lessee must be on BHC premises when non-resident guests are using the pool or pool deck. A unisex restroom is located outside the West Building, and a women's restroom is located outside the East Building.

Please lower umbrellas and return pool furniture to their places on the deck.

#### **POOL RULES**

1. Water depth is measured in feet and marked on pool deck.
2. No diving is permitted.

3. Pool hours are 8:00 A.M. to 10:00 P.M.
4. No lifeguard provided – swim at own risk.
5. Shower before entering pool.
6. No food is allowed in or around pool. Please use tables located outside pool deck.
7. Drinks are permitted in plastic or metal containers.
8. No glass items are permitted in the pool area at any time.
9. Children under twelve (12) years must be accompanied by an adult.
10. Spread towel to protect chaises and chairs from tanning/sunscreen products.
11. Footwear and cover-up are required in lobby, hallway, stairwell and elevator.
12. No wet suits are permitted inside buildings.
13. No running on deck or swinging on the gates is permitted.
14. Babies and toddlers are permitted in pool only if wearing a swimming diaper.
15. No shouting or loud games are allowed. Use earphones when playing music of any kind.
16. An owner who leases his apartment forfeits the right to use the pool or pool deck.
17. No owner/guest/lessee may “save” tables, chairs or chaises for longer than one (1) hour.
- 18. Please adjourn to an area outside of the pool deck when using a cell phone.**

## **RECYCLING**

Bins for recycling of newspapers, glass and plastics are located in the Trash Room. Please follow the rules for separating items between bins. Failure to recycle as per City guidelines may lead to City fines, the cost of which will be borne by the offending resident. These bins are removed Thursdays for early Friday morning street collection.

## **REMODELING/RENOVATIONS:**

Board approval is required for changes involving, but not limited to, the relocation of any plumbing fixture, removal of all or any portion of a wall, electrical rewiring, and installation of balcony tile or hard coverings on floors. Any major renovation requiring city permitting is restricted to be done between May 1st and November 1st.

SEE BHC CONDOMINIUM RENOVATION APPLICATION and BHC OWNER / CONTRACTOR AGREEMENT, Section Four for full details.

## **RENTALS**

An Owner may rent his/her condominium in a calendar year. Any such rental must be for a minimum of ninety (90) consecutive days and for a maximum period of one (1) year, the latter being non-renewable without Board approval. An apartment may not be leased more than twice in a twelve (12) month period, measured from the beginning date of the previous lease occupancy. (See Section Four for all applicable forms for **Leasing of Apartment**.)

**RIGHT OF ENTRY** – Every owner must supply a unit door key to the M-SP. The M-SP has the authority and responsibility to provide reasonable supervision, without liability, of unoccupied apartments.

## **SALES PROCEDURE**

The M-SP may not be involved in any aspect of the showing or selling of a unit, nor may he give any information regarding the status of units for sale.

Realtors will leave a message on the BHC office phone, detailing the unit number to be shown, the Realtor's name, the time and date of the appointment.

A lockbox, which will contain a key for each unit on the market, will be located at each building. For security and monitoring purposes, these lockboxes will automatically record the Realtors who access them.

## **SECURITY**

After entering the building, check to see door has locked properly. Do not hand out keys or code to any contractors or cleaners. The M-SP must be informed, whether owner is or is not in residence, when contractors and service personnel enter the building. Please call the office, 239-262-4095.

## **SIGNS**

Open House signs are the only signs that may be displayed in or upon any portion of the BHC premises. These signs may only be used for the duration of the Open House period and must be removed immediately afterward.

## **SMOKE-FREE PROPERTY**

The entire BHC property is “smoke-free,” which includes the interior of all buildings and units. Two designated smoking areas with benches are located on the premises.

## **SOLICITATIONS**

No solicitations for any charity, cause or purpose will be permitted.

## **STRUCTURAL CHANGES: SEE ALTERATIONS, PAGE 1**

## **STAIRWELLS**

Per Naples Fire Department regulations, no beach chairs, sand toys, or any other personal items may be stored at any time in the stairwells.

## **TANK-LESS WATER HEATERS**

Tank-less water heaters are not allowed due to electrical capacity requirements.

## **TRASH ROOM**

Please break down all cartons before disposal in Trash Room or dumpster.

## **WASHERS AND DRYERS**

These appliances may not be installed in an owner’s apartment with the exception of the Penthouse units in the West Building.

## **WATER HEATER REPLACEMENT**

Each Unit owner whose Unit contains a tank water heater shall install a new water heater in their Unit no less frequently than (i) ten (10) years from the date of installation, or (ii), if longer, the number of years for which water heater is warranted; provided however that if the water heater shows signs of failure it must be replaced immediately. For purposes of this rule, the date of installation is determined by the serial number on the water heater or by such other documentation as the Board, in its sole discretion, deems sufficient to establish the date of installation.

- a. Unit Owners may use contractors of their choice to install the water heaters. Such contractors shall be properly licensed and insured in accordance with local industry custom, and the Board may require proof of same.
- b. Unit Owners shall provide the Association, through the Maintenance-Supervisor, with proof of compliance of this water heater installation requirement. The Association shall have the right to enforce this Rule via all available remedies provided in the Declaration of Condominium and under Florida Law.
- c. If the warranty life of a water heater is greater than fifteen (15) years, the Unit Owner shall have their water heater inspected by a water heater professional prior to fifteenth (15<sup>th</sup>) anniversary of the installation date. If the water heater professional designates the subject water heater as functioning properly during this inspection, the Board of Directors may, but is not required to, grant the Unit Owner an additional five (5) year written waiver extension, which may be subsequently renewed by the Board of Directors every

five (5) years after a satisfactory inspection occurs; provided that no extension may extend beyond the length of the warranted life of the water heater.

- d. Notwithstanding the foregoing, the Board of Directors retains the right to immediately require the replacement of any water heater if the Board of Directors determines that the replacement of the subject water heater is necessary to protect and preserve the Condominium Property.
- e. Each Unit Owner will have sixty 60 days from the date the Association mails the Unit Owner notice that the water heater in their Unit must be replaced in accordance with these provisions to replace their water heater and to provide the Association with proof of compliance of this water heater replacement installation requirement.
- f. Failure to replace a water heater as required under these provisions will constitute the Unit Owner's authorization to the Association to replace the water heater at the Unit Owner's sole expense pursuant to Article 9, Section 9.10 of the Declaration of Condominium and will create a presumption of negligence by the Unit Owner for purposes of Article 9, Section 9.11 of the Declaration of Condominium. (2/15/2021)

## **WEAPONS**

The carrying of handguns is not permitted on the premises of BHC.

## **WEBSITE**

For informational purposes, BHC has a website, [www.beaconhousenaples.com](http://www.beaconhousenaples.com), where Owner's may find copies of BHC documents, including but not limited to, these Rules and Regulations, a calendar of events and guest suite availability.

## **SECTION THREE** **PROCEDURE FOR SALE, TRANSFER OR LEASE OF APARTMENT**

### **SALE OR TRANSFER OF APARTMENT**

1. It is customary at BHC for an owner wishing to sell his apartment, to post his notice-to-sell on the bulletin board in each building, two (2) weeks before listing with a Realtor.
2. When the owner and buyer have signed a true and complete sales contract, a copy of this contract, including name, telephone number and address of the buyer, shall be submitted to the Membership Committee, together with the buyer's non-refundable check for one hundred (\$100) dollars, payable to BHC. This application fee will defray the cost of a credit and criminal background check, as well as the cost of processing.
3. The owner is responsible for furnishing the buyer with a copy of all official BHC documents, including the Amended and Restated Declaration, By-Laws, and the Rules and Regulations at the time at the time of a signed sales contract.
4. The buyer shall submit to the Membership Committee, a New Owner Application, and if applicable, a fully executed Acknowledgment & Acceptance Agreement for use of the Second Floor Sundecks. Both forms can be found in Section Four or available from the M-SP. Also required is a personal interview with such letters of reference as the Board may require.

All correspondence shall be sent to the Membership Committee, BHC,  
2170 Gulf Shore Blvd. North, Naples, FL, 34102.

5. The selling owner must inform his Realtor or buyer that an interview cannot be held until the Membership Committee has received all the necessary forms, documents, references and fee.
6. BHC has thirty (30) days from the receipt of all the required material in which to:
  - (a) Approve of the sale in accordance with its terms to the buyer,
  - (b) Object to the sale to the buyer for cause, or
  - (c) Purchase the unit in question for the disapproved contract price or fair market value.

(Amended and Restated Declaration of Condominium, 17.4-17.4.1.2, Pages 31-2)
7. A Certificate of Approval, approved by the Membership Committee and Board of Directors, must be issued prior to any sale, transfer or lease of an apartment. The Certificate will only be issued if all BHC Association fees have been paid in full.
8. The M-SP is not authorized to show an apartment to a prospective buyer, provide any information pertaining to units for sale, nor to furnish them with BHC documents.

## LEASING OF APARTMENT

(Amended & Restated Declaration of Condominium, 16-16.6, Pages 26-29)

1. An owner may lease his apartment for not less than ninety (90) days nor more than one (1) year. No apartment may be leased more than twice in a twelve (12) month period, measured from the beginning date of the previous lease occupancy.

2. At least thirty (30) days before a proposed lease, the owner is responsible to inform his Realty or lessee that an interview cannot be held without all of the required forms, documents and fee. The following materials are to be sent to:

Membership Committee, BHC, 2170 Gulf Shore Blvd. North, Naples, FL 34102.

- a. A copy of the completed owner's Rental Request Form, found in Section Four of these Rules and Regulation.
- b. A copy of the Rental Application Form, found in Section Four of these Rules & Regulations, filled out completely by the prospective lessee/s.
- c. A true and complete copy of the proposed lease agreement.
- d. The owner's non-refundable Application Processing Fee for one hundred (\$100) dollars in the form of a personal check, payable to BHC. This fee is to defray the cost of credit and criminal background checks.
- e. Arrangements for a personal interview of all the prospective lessee's by members of the Membership Committee.
- f. A renewal of a lease: owner must submit the Rental Request Form, the Rental Application Form, and a complete copy of the proposed lease agreement. The Application Processing Fee and Membership Committee interview are not required.

**3. No lessee/s may occupy an apartment without the required Membership Committee's Certificate of Approval and approval of the Board.**

4. A lessee shall not sublease the apartment he leases.

5. Owners are fully responsible for any damage done to BHC property by their lessees or lessee's guests.

6. Owner's failure to follow the BHC Documents regarding leasing procedures, including these Rules and Regulations may be subject to a fine. (See Fines, Page 4)

7. Owners who lease their apartment relinquish the right to the use of all BHC amenities, use of the boat slip at a reduced rate, Marine Rooms, pool, pool deck, grills, and grilling patios for the duration of the rental period.

8. All BHC Association fees must be paid in full by owner or Membership Committee will not issue a Certificate of Approval.

## SECTION FOUR

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## BHC OWNER'S INTENT TO SELL

I/We have decided to sell Unit # \_\_\_\_\_ at Beacon House.

Name \_\_\_\_\_ Current Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

E-Mail \_\_\_\_\_

Name \_\_\_\_\_ Current Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

E-Mail \_\_\_\_\_

Effective \_\_\_\_\_ I/We are offering Unit # \_\_\_\_\_ to BHC residents  
until \_\_\_\_\_ for a price of \_\_\_\_\_

After \_\_\_\_\_ the unit will be for sale by:

- a) Owner
- b) Real Estate Company
- c) Unknown

(Please indicate choice)

I/We will be \_\_\_\_\_ OR will not be \_\_\_\_\_ in residence during the sales period. (Select one.) If anyone wishes to make a contact, see telephone numbers above.

**The notice below of the intended sale is to be placed on both building Bulletin  
Boards by Owner \_\_\_\_\_ OR by BHC \_\_\_\_\_**

---

Unit # \_\_\_\_\_ is being offered for sale for \$ \_\_\_\_\_

To BHC owners until \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

**BHC NEW OWNER APPLICATION**  
(Confidential Information)  
Page 1 of 2

I/We have a signed contract to buy apartment \_\_\_\_\_ at Beacon House.

Name \_\_\_\_\_ Current Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ E-Mail \_\_\_\_\_

Name \_\_\_\_\_ Current Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ E-Mail \_\_\_\_\_

Number of intended residents: Adults \_\_\_\_\_ Children \_\_\_\_\_

Present or Former Business or Profession:  
\_\_\_\_\_  
\_\_\_\_\_

Position \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

**FINANCIAL REFERENCES (Two Required)**

<u>Name</u>	<u>Address</u>	<u>Telephone/E-Mail</u>
_____	_____	_____
_____	_____	_____

**PERSONAL REFERENCES (Two Required)**

<u>Name</u>	<u>Address</u>	<u>Telephone/E-Mail</u>
_____	_____	_____
_____	_____	_____

**BHC NEW OWNER APPLICATION**  
Page 2 of 2

**I/We are enclosing a true and complete copy of the sales contract.**

**I/We have read the Rules and Regulations, Declaration of Restrictions and By-Laws and hereby do agree to conform to them. In particular, I/We will obtain Board of Directors approval before altering, remodeling or renovating my/our apartment. This includes the installation of wood or tile on the floors, installation of tile or sun shades on balcony.**

**I/We understand that I/we can rent our condominium. Any such lease is for a minimum of ninety (90) consecutive days and for a maximum period of one (1) year, the latter being non-renewable. An apartment may not be leased more than twice in a twelve (12) month period, measured from the beginning date of the previous lease occupancy.**

**I/We further understand that such a lease is subject to approval of the Membership Committee and the Board of Directors and receipt of Certificate of Approval before occupancy.**

**I/We are enclosing a non-refundable, Application Processing Fee, in the form of a personal check, payable to BHC in the amount of \$100.00.**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

**BHC OWNER'S / LESSEE'S  
EMERGENCY CONTACT FORM**

Name(s): \_\_\_\_\_ Date \_\_\_\_\_

Apartment Number \_\_\_\_\_ Naples Telephone # \_\_\_\_\_

Out-of-Town Address \_\_\_\_\_ City, State \_\_\_\_\_

Zip \_\_\_\_\_ Out-of-Town telephone # \_\_\_\_\_ Cell # \_\_\_\_\_

E-mail Address \_\_\_\_\_

In the event of an accident, illness or other emergency involving a resident of BHC, it may become necessary to contact a relative or another designated person. Owners, lessees and guests are required to furnish the following information at the time of the Membership Committee Interview.

**PERSON(S) TO BE NOTIFIED IN CASE OF EMERGENCY. Please list in order of preferred contact.**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Relationship \_\_\_\_\_

**PERSON(S) WITH PERMISSION TO ENTER OWNERS/LESSEES' UNIT IN CASE OF  
EMERGENCY:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Relationship \_\_\_\_\_

## LEASE RENEWAL APPLICATION FOR OWNER

I/We have an agreement with the following individual/s to rent Apartment # \_\_\_\_\_ for a period of \_\_\_\_\_ months,

From \_\_\_\_\_ to \_\_\_\_\_:

Name/s: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We have used a rental agent or other method to find the lessee(s). Yes No

I/We have personally known the lessee/s for \_\_\_\_\_ years.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We understand that, prior to occupancy, the lessee(s) must be approved by the Board of Directors and be issued a Certificate of Approval.

I/We further understand that I/we may lease my/our apartment for not less than ninety (90) days or more than one (1) year and that my/our apartment may not be leased more than twice in a twelve (12) month period, measured from the beginning date of the previous lease occupancy.

I/We have loaned to the lessee my/our copy of the BHC Rules and Regulations.

I/We am/are enclosing a true and complete copy of the rental contract.

I/We agree that while the rental contract is in effect, I/we will not be permitted to use BHC amenities.

Attached is a security deposit for \$1,000 dollars as outlined in Section 16.3 BHC Bylaws.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Telephone # \_\_\_\_\_ Cell # \_\_\_\_\_

E-mail \_\_\_\_\_

## **BHC LEASE APPLICATION FOR LESSEE**

Please Print

I/We have a pending agreement to rent Beacon House Apartment # \_\_\_\_\_, for a period of \_\_\_\_\_ months, from \_\_\_\_\_ to \_\_\_\_\_.

Name(s) \_\_\_\_\_

Permanent Address \_\_\_\_\_ City/State \_\_\_\_\_

Zip \_\_\_\_\_ Telephone #\_\_\_\_\_ Cell #\_\_\_\_\_

Present or Former Business/Profession \_\_\_\_\_

## Two Personal References (Non-Relative)

Other Naples-area residential units rented/owned in past three years, if applicable:

In signing the lease agreement I/we understand that I/we may use all BHC facilities without charge. I/We agree to hold BHC, Inc. harmless for any injury suffered while using such facilities, which include but are not limited to the swimming pool and deck, carport, grilling area, marina and dock.

I/We agree to read and abide by all BHC Rules and Regulations and will be responsible for informing my/our guests about them.

I/We understand that I/we will be interviewed by the Membership Committee and receive a Certificate of Approval prior to my/our residency.

I/We am/are enclosing the non-refundable Application Processing Fee of \$100.00, in the form of a personal check, payable to BHC. "Fees will be used toward a criminal background check."

\*FILL OUT ATTACHER BACKGROUND CHECK AUTHORIZATION FORM

If lease is a renewal, the Application Processing Fee is waived.

Lessee(s) Signature(s): \_\_\_\_\_ Date \_\_\_\_\_  
Date \_\_\_\_\_

Note: Rental application must be submitted to BHC (M-SP) or Membership Committee Chairperson.

**BHC CONDOMINIUM RENOVATION APPLICATION**

(Required for changes involving the relocation of any plumbing fixture, removal of all or any portion of a wall, electrical rewiring, and installation of balcony tiles or coverings on floors.)

TO: BHC BOARD OF DIRECTORS

FROM: \_\_\_\_\_ UNIT: \_\_\_\_\_

RE: \_\_\_\_\_

Attached is a detailed Scope of Work for the changes I would like to make to my unit and the time frame for the renovations.

I am enclosing a copy of the architect/contractor's plans.

**I understand that I am solely responsible for any damage to Beacon House property or the property of any Unit Owner caused by my contractor or his/her subcontractors or any of their respective employees or agents.**

Detailed architect/contractor's plans and Scope of Work **must** be received for review and Board approval not less than 30 days prior to commencement of renovation.

I understand and agree that if a county/city permit is required, I will provide a copy of the Permit Application (with all attachments) as soon as it is submitted. I acknowledge and agree that no work can be done without approved county/city permit(s), copies of which must be provided to Beacon House before work can commence.

All work is to be done during the hours of 8:00 A.M. and 4:30 P.M. on weekdays only. All work must be done between May 1<sup>st</sup> and November 1<sup>st</sup>. If any item(s) in the Scope of Work is incomplete on November 1<sup>st</sup>, all work must immediately stop and may not be completed until the next renovation season beginning the following May 1<sup>st</sup>. If a project is not completed and needs to continue into the next renovation season, a new Application and fee will be required.

I will ensure that all Contractors/Subcontractors are registered with the BHC office at officemanagerbeaconhouse@gmail.com.

I will ensure that the General Contractor will protect the elevator and common area flooring with protective padding.

All debris must be removed from the premises and not deposited in the BHC dumpster.

I understand and agree that (i) only a licensed and insured electrician and a licensed and insured plumber will be allowed to work in my unit, (ii) only a licensed plumber, familiar with BHC buildings, may work on the main stack, (iii) only a licensed HVAC contractor will be allowed to work in my unit or my HVAC system, and (iv) all other subcontractors whose work requires trade licenses will be allowed to work in my unit only if they have all required trade licenses and insurance.

I will use only BHC approved adhesives when installing balcony tile.

I will adhere to BHC specifications when installing coverings on my floors.

**BHC non-refundable renovation fee of \$1,000 is due at time of application for renovations requiring a permit.**

**BHC non-refundable renovation fee of \$250 is due at time of application for renovation only of balcony tile or coverings on floors.**

**This Application and fee are valid only for the current May 1 – November 1 renovation period.**

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

APPROVED BY BOARD OF DIRECTORS \_\_\_\_\_ Date \_\_\_\_\_

### **BHC CONDOMINIUM RENOVATIONS OWNER/CONTRACTOR AGREEMENT TERMS AND CONDITIONS**

It is the expectation that all General Contractors will advise their crews and sub trades that Beacon House is a year-round residence for many people. Every effort should be made to do their work in the least disruptive ways possible.

#### **Terms and Conditions:**

**Construction Requirements:** Beacon House Rules and Regulations prescribe any major renovation requiring city permitting to be done between May 1st and November 1<sup>st</sup>. Such renovation is that which has been described in the Scope of Work. By November 1<sup>st</sup>, written notice must be given to the Board certifying that all items within the Scope of Work have been completed and all renovation work has ceased.

- Work and deliveries are only allowed from Monday through Friday between 8:00 a.m. and 4:30 p.m. If special circumstances dictate work outside of this restriction, the General Contractor, through the Condominium Owner, should request special consideration and approval by the M-SP and/or the Board.
- All work shall be performed in a good, professional, and workmanlike manner and in strict accordance with this document, all applicable current City of Naples and State of Florida codes, industry standards, the architect/contractor's plans approved by the Board, the approved design specifications of manufacturers, and any additional requirement of the Beacon House Club for particular projects as noted in a writing attached to this agreement or the Board's approval (all of the foregoing being "Applicable Requirements").
- The condominium owner (or his/her contractor) shall obtain all required City of Naples building permits and submit a copy of the Permit card to the Beacon House M-SP prior to the commencement of any work. Also, post the permit as required by applicable law.
- A copy of the General Contractor's current license, as well as the current licenses of the electrician and plumber, and any other subcontractors whose work requires licensing, shall be submitted to the M-SP prior to work commencing. Plumbers who work on the main stack must be licensed and approved in advance by Beacon House and requires that the M-SP supervise any work being done if the plumber has not previously worked on the main stack at Beacon House.
- Construction specifications exist to ensure the structural integrity and soundproofing of the Beacon House. These include limits on slab penetration, minimum sound-deafening material under hard surface flooring, and approved adhesives for tiling of external balconies – details MUST be obtained

from the M-SP prior to work commencing. M-SP inspections of work related to these restrictions will take place at the time of work being done and also after installation.

- Do not put anything down the drains, including paint or waste materials. Snaking out to the main stack is recommended.
- If you are exposing common pipes, please co-ordinate with the Beacon House M-SP so he can determine the need for replacement.

**Insurance Requirements:** The contractor must carry liability and workmen's compensation insurance of not less than the minimum amount required by law. For the duration of the project, **B H C Inc., A Condominium Corporation d/b/a BEACON HOUSE CLUB must be added/named as an additional insured** on the Contractor's Certificate of Insurance.

**Inspections:** Beacon House Board shall maintain the right, but not the obligation, to inspect work in progress and after completion. Except in the case of emergency, the Contractor and the Owner will be notified prior to any inspection other than normal daily supervision. However, Beacon House inspections do not relieve the Owner and Contractor from their exclusive responsibility to ensure the work is done in conformity with Applicable Requirements. Beacon House Board shall have the right to require suspension of work in the event the M-SP and/or the Board determines (i) work is not in conformity with Applicable Requirements or (ii) damage is occurring or has occurred to Beacon House property or the property of any Unit Owner. Work may not be resumed until Beacon House Board and the M-SP determine that work is in conformity with Applicable Requirements, any damage to Beacon House property and/or any Unit Owner's property has been repaired to the satisfaction of Beacon House and any applicable Unit Owner(s), as the case may be, and that the conditions which resulted in the suspension of work will not recur during the Project. Any time spent in connection with the Project by the M-SP outside of normal business hours will be billed to Owner at the rate of \$50 per hour. If a Project requires an inordinate amount of the M-SP's working time, the Beacon House Board reserves the right to charge the Owner for M-SP's time.

## Property Protection and Security

Upon arrival, each contractor is to contact the Beacon House M-SP to gain entry to the property. His number is 239-825-4441. Work and delivery access is through the side doors of either building.

Please ensure building entryways and resident's vehicles are not blocked for any length of time.

- The Owner, if in residence, or the M-SP in the Owner's absence, should ensure protective padding is in place in the elevator during work hours. The padding should be removed on weekends and holidays.
- Other common areas must be protected at all times. We ask your contractor to supply other floor protection for the common area outside your unit. By 4:30 PM each day, any common areas around the unit being renovated must be left clean of debris.
- All construction materials must be removed from Beacon House premises and under no circumstances, deposited in the Beacon House Club dumpster – if contractors place debris in the BHC dumpster, owners will be charged a fee for debris removal.  
Construction dumpster locations for the West and East buildings will be determined by M-SP. Dumpsters should be covered and will not be allowed to stay on Beacon House property without frequent emptying.
- No behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the condominium premises, nor which becomes a source of annoyance to the condominium residents (Amended and Restated Declaration of Condominium, 14.2 Page 25)

### Owner and Contractor Sign off

We will work diligently to complete the project within the construction timeframe. We have read, understand and agree to the above Construction Specifications and Terms and Conditions for working at Beacon House Club, and will monitor all crews and sub trades for compliance with these Construction Specifications and Terms and Conditions. Also, the signatures below confirm that I, the Condominium Owner, and the General Contractor agree to add **BHC Inc., A Condominium Corporation d/b/a BEACON HOUSE CLUB** as an additional insured for the duration of the project.

Owner Name (Print) \_\_\_\_\_ Unit \_\_\_\_\_

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name (Print) \_\_\_\_\_

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor License # \_\_\_\_\_

## **Property Protection and Security**

Upon their arrival, each contractor is to contact the Beacon House M-SP, to gain entry to the property. His number is 239-825-4441. Work and delivery access is through the side doors of either building.

Please ensure building entryways and resident's vehicles are not blocked for any length of time.

- The Owner, if in residence, or the M-SP in the Owner's absence, should ensure protective padding is in place in the elevator during work hours. The padding should be removed on weekends and holidays.
- Other common areas must be protected at all times. We ask your contractor to supply other floor protection for the common area outside your unit, and to clean and remove it at the end of each day if other units are occupied.
- All construction materials must be removed from Beacon House premises and under no circumstances, deposited in the Beacon House Club dumpster – if contractors place debris in the BHC dumpster, owners will be charged a fee for debris removal. Construction dumpster locations for the West and East buildings will be determined by M-SP. Dumpsters should be covered and will not be allowed to stay on Beacon House property without frequent emptying.

### **Owner and Contractor Sign off**

We will work diligently to complete the project within the construction timeframe. We have read, understand and agree to the above Construction Specifications and Terms and Conditions for working at Beacon House Club, and will monitor all crews and sub trades for compliance with these Construction Specifications and Terms and Conditions. Also, the signatures below confirm that I, the Condominium Owner, and the General Contractor agree to add Beacon House as an additional insured for the duration of the project.

**Owner Name (Print)** \_\_\_\_\_ **Unit** \_\_\_\_\_

**Signature(s)** \_\_\_\_\_ **Date** \_\_\_\_\_

**Contractor Name (Print)** \_\_\_\_\_

**Contractor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Contractor License #** \_\_\_\_\_

## **BEACON HOUSE CLUB UNIT ACCESS AGREEMENT AND RELEASE**

**Under Florida Condominium laws, the Beacon House Club (“BHC”), or its manager is authorized to enter units in emergency situations, for maintenance purposes, pest control or for replacement of common elements and prevention of damage to the common areas.**

I/we do hereby understand and agree that inspections of unoccupied units will be made by the Association and/or its agents, according to Florida Condominium laws and for purposes stated above, and that my unit will be entered during my absence for such purposes. During the course of such entry, Association personnel will voluntarily undertake the inspection of the interior of my unit for purposes of preventing or discovering problems such as water intrusion, malfunctioning equipment, etc., which might lead to preventable property damage, either within my unit or in other units. I understand and agree that this inspection of the interior of my unit is a convenience and a courtesy and is not intended to be a thorough inspection.

In case of an emergency repair, the Association will make every effort to contact the unit owner for authorization to make repairs. However, the unit owner(s), by signing below, do hereby authorize emergency repairs and **agree that I/we am/are responsible for the cost of any such repair**, unless any such repair is normally the responsibility of the Association.

**I/We understand that neither the Maintenance Supervisor (M-SP), nor any other BHC personnel, is allowed or authorized to do any work for me personally during normal business hours.** If I desire to hire any of the BHC personnel or request that they perform extra work on my behalf, it must be done outside of their normal working hours for BHC.

I/We do hereby release, save, hold harmless and indemnify Beacon House Club, its members, officers and Board of Directors from any and all damages and/or liability that may arise from any such inspections or work related thereto and from any outside work done by BHC employees on my behalf.

Owner's Name \_\_\_\_\_ Unit # \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #'s \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (other) \_\_\_\_\_

Email: \_\_\_\_\_

## BHC OWNER PERMISSION TO RECEIVE EMAIL

### Communication with Beacon House Owners

Any communication related to Beacon House business shall include delivery by electronic transmission in a manner authorized by law.

I/we **agree** to the use of my/our personal email address until revoked in writing and will advise you of any changes.

Email address: \_\_\_\_\_

Email address: \_\_\_\_\_

We **do not agree** to the use of our email address \_\_\_\_\_

Unit Number: \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

## **Policy and Procedure for Disabled Owner or Resident to Request Reasonable Accommodation; Service/Support Animals**

**Background:** Under the Federal and State Fair Housing Acts, an owner or resident who is disabled may request reasonable accommodation(s) in the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability. For more information on the governmental rules pertaining to requests for reasonable accommodation, please review the *Joint Statement of the Dept. of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act* at [www.usdoj.gov/crt/about/hce/documents/reasonable\\_modifications\\_mar08.pdf](http://www.usdoj.gov/crt/about/hce/documents/reasonable_modifications_mar08.pdf).

**Objective:** To establish policies and procedures for meeting the requirements of applicable state and federal law relating to disabled individuals as they pertain to Service/Support Animals.

**Policy:** The policy of the board of directors of B.H.C., Inc., A Condominium Corporation, is to make every attempt to provide reasonable accommodations for disabled residents in accordance with applicable state and federal law.

### **PROCEDURE**

**Submittal of Request:** A disabled owner, resident, or any other entitled person must notify the Association of the request for a reasonable accommodation to allow a service and/or support animal and provide adequate documentation supporting the request in compliance with the Florida and Federal Fair Housing Acts. Additionally, the requesting party must provide the signed acknowledgement on page four (4) of this document. The completed form and documentation must be delivered or mailed to the Association at 2170 Gulf Shore Blvd. N., Naples, FL 34102, Attention: Secretary of the Board.

The Association will consider all requests for a reasonable accommodation no matter how the request is made; however, use of the supplied forms will expedite the process.

**Procedure for Reviewing a Request for Reasonable Accommodation:** Upon receipt of the requested forms (or information supplied) for a disabled owner, resident or other entitled person's request for a reasonable accommodation(s) to the Association's pet prohibition, the request forms will be reviewed by the Board of Directors within 30 days of receipt in the Association's office, and the owner or resident will be notified in writing of the Board's decision. If additional information is required by the Board, the review may take longer, and the submitting owner, resident or guest will be so advised in writing. Additionally, it may be necessary for the Association's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation,

which in turn, may prevent the Board from providing owner, resident and/or guest with a decision within 30 days. If the matter is referred to the Association's legal counsel, owner, resident and/or other entitled person will be notified in writing. If the request is approved, any special condition(s) of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

**Guidelines as to when medical documentation is required and what type of medical documentation is required.** The Association is entitled to obtain information that may be necessary to evaluate whether a requested accommodation is necessary because of the owner, resident and/or guest's disability. If a person's disability is obvious and if the necessity for accommodation is also apparent, then the Association will not request any additional information about the requester's disability or the related need for the requested accommodation.

If the requester's disability is not obvious, after reviewing the submitted request form, the Association may request additional, reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Acts). If information on the requester's disability is requested by the Association, he/she may provide information verifying that he/she meets the foregoing definition of "handicap," for example, by submitting proof that he/she is under 65 years of age and receiving Supplemental Security Income, Social Security Disability Insurance benefits, or private disability insurance benefits. In addition, the requester's treating physician with expertise in the area of the owner's proposed disability may provide verification of the disability, in addition to the nexus between the animal and the disability. If the requester's disability is obvious, but the need for the accommodation is not apparent, the Association may request information that is necessary to evaluate the disability-related need/nexus for the requested accommodation. In this case, the Association will request reliable disability-related information that is necessary to evaluate the disability-related need for the accommodation, which may include medical records evidencing dates of diagnosis and treatment for the disability.

The treating physician must state whether the disability is temporary or permanent. To the extent a disability is not permanent, the Association may request additional updated medical information annually or as it deems necessary to determine if there is a continued need for the requested accommodation.

The Association may request advice from legal counsel concerning any owner's request for a reasonable accommodation. Owner, resident and/or guest each hereby consent to the disclosure of all documentation in support of the request to the Association's legal counsel.

## **Additional Information**

An individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability or impairment, treatments available to mitigate a disability, and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation.

### **Maintaining an Emotional Support/Service Animal**

Should a request for a reasonable accommodation to the pet prohibition be granted, the Association reserves the right, pursuant to Florida law, to withdraw this approval at any time, should the emotional support/service animal become a nuisance to Others; which includes, but is not limited to: barking; biting; aggressive behavior; attacking; owner's failure to properly dispose of excrement or waste; walking the dog in prohibited areas; failure to comply with all state and local ordinances and statutes, including but not limited to bringing the pet into the pool area; not maintaining the animal on a leash at all times when outside of the unit; insect/extermination problems; sanitation/odor problems. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled. Further, the applicant/owner is required to provide updated medical information concerning his/her disability (if the disability is not permanent); current and annual vaccination, immunization and veterinarian records for the animal; and certifications or trainings the animal possesses (if any); and to maintain an identification tag on the animal. Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. Owner is solely responsible for any and all damage caused by the animal, whether to person or property.

Often, there are competing requests for reasonable accommodations that must be balanced. For example, there may be individuals residing at the condominium with severe animal allergies and/or phobias. To accommodate a disabled person's request to maintain an emotional support/service animal and to accommodate those with animal allergies and/or phobias, animals must be taken in and out of the building (identify a particular elevator, set of stairs and/or service entrance", as designated by the Board. Animal owners are requested to carry the animal or to use another device, such as a stroller, to prevent the animal dander from spreading dander throughout the common areas. Unless specifically required as a necessary, reasonable accommodation, emotional support animals are not to be brought on the common elements, such as the pool area and deck, the clubhouse and other common areas, other than grassy, common areas for walking the animal. This does not apply to service animals. **All information received by the Association in conjunction with a disabled owner's, resident's and/or guest's request for reasonable accommodation will be kept confidential in compliance with Florida Statute section 718.111(12)(c). If any other resident or owner inquires as to why a special accommodation appears to have been made, the Association representative's response will be: "a reasonable accommodation has been granted as a matter of Florida and Federal law" or words of similar import. No additional information will be provided regarding the nature of the disability.**

**Acknowledgement**

I have received and read a copy of the Policy and Procedure for Disabled Owner or Resident to Request a Reasonable Accommodation and I agree to abide by the regulations. I bear full responsibility for the service/support animal and I agree to indemnify and hold harmless the Board of Directors, Association, management, owners and occupants of other units, against any loss, claim or liability of any kind or character whatsoever arising from owning or keeping a service/support animal in the unit.

Requesting Party's Signature Date \_\_\_\_\_

Printed Name of Requesting Party \_\_\_\_\_ Unit Number \_\_\_\_\_

**Request for Reasonable Accommodation  
for Service and/or Support Animal and  
Animal Registration Form**

B.H.C, INC., A CONDOMINIUM CORPORATION

UNIT NUMBER \_\_\_\_\_ ANIMAL OWNER'S NAME \_\_\_\_\_

ANIMAL'S NAME \_\_\_\_\_ BREED \_\_\_\_\_

MALE  FEMALE  COLOR \_\_\_\_\_ WEIGHT \_\_\_\_\_

DATE ANIMAL ACQUIRED \_\_\_\_\_ ANIMAL'S TAG NUMBER \_\_\_\_\_

VETERINARIAN \_\_\_\_\_

DOES THE ANIMAL HAVE ANY SPECIALIZED TRAINING AND/OR CERTIFICATIONS?

YES \_\_\_\_\_ NO \_\_\_\_\_

I/We the owners of \_\_\_\_\_ (name of animal) do hereby  
certify and understand that pets are not permitted at B.H.C, Inc., A Condominium  
Corporation. I/We understand and agree that the reason the above  
service/support animal is permitted to remain on the property is due to  
request for a reasonable accommodation to the "no pet"  
policy and the Board of Director's determination that \_\_\_\_\_ suffers  
from a disability/handicap that substantially limits one or more of the  
applicant's major life activities and the service/support animal will  
ameliorate the effects of the disability/handicap.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
has produced \_\_\_\_\_ as identification.

Type/Print Name of Notary: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

ATTACH:

COPY OF PHOTOGRAPH OF PET

COPY OF VETERINARIAN'S CERTIFICATION THAT ALL SHOTS/INOCCULATIONS  
ARE CURRENT

COPIES OF THE ANIMAL'S TRAINING CERTIFICATES AND/OR CERTIFICATIONS

### **AFFIDAVIT OF TREATING PHYSICIAN**

BEFORE ME, the undersigned authority, personally appeared who,  
being duly sworn, deposes and says:

- My name is \_\_\_\_\_.
- I am licensed by the State of \_\_\_\_\_ with full privileges to practice medicine within the State of \_\_\_\_\_.
- My practice specialty is \_\_\_\_\_.
- My office is located at \_\_\_\_\_.
- I am \_\_\_\_\_'s (hereinafter "Patient") treating physician. I began treating Patient on \_\_\_\_\_.
- On or about \_\_\_\_\_, I diagnosed Patient within a reasonable degree of medical certainty as suffering from a physical and/or mental disability/handicap.
- Within a reasonable degree of medical certainty, I estimate that Patient's physical / mental condition(s) began on or about: \_\_\_\_\_ and will continue until \_\_\_\_\_.
- Within a reasonable degree of medical certainty I have concluded that Patient's physical/mental condition substantially limits Patient's major life activities as follows: (list the major life activities affected by the disability): \_\_\_\_\_

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and the animal is able to ameliorate the effects of the disability by

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- I prescribed an emotional support animal and/or service animal as part of Patient's medical treatment.
- The (emotional support animal/service animal/reasonable accommodation) is medically necessary and will assist Patient in

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- It is my medical opinion that Patient is handicapped as that term is defined under the Fair Housing Act and Florida Fair Housing Act\*\*\*, and the animal is medically necessary to afford Patient an equal opportunity to use and enjoy the unit/home.
- This affidavit is made to induce \_\_\_\_\_ to make reasonable accommodations to the Associations' policies, procedures or use restrictions based upon a medical, mental and/or physiological disability/handicap substantially limiting one or more of Patient's major life activities which does not include current, illegal use or addiction to a controlled substance.

FURTHER AFFIANT SAYETH NAUGHT.

M. D.

STATE OF \_\_\_\_\_ )  
): SS

COUNTY OF )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, who is personally known to me, or who is not personally known to me, but to whom an oath was administered, and who produced \_\_\_\_\_ No. \_\_\_\_\_, as identification, and executed the foregoing instrument.

Sworn to (or affirmed) and subscribed before me this      day of , 20 \_\_,  
by \_\_\_\_\_.

WITNESS my hand and official seal in the County and State last aforesaid this      day of  
\_\_\_\_\_, 20 \_\_\_\_.

My Commission expires:      Notary Public, State of \_\_\_\_\_  
Commission No.:      Printed Name of Notary \_\_\_\_\_

\*\*\* The Federal Fair Housing Act (42 U.S.C. 0602) defines the term handicap as follows:  
"Handicap" means, with respect to a person —

- a physical or mental impairment which substantially limits one or more of such person's major life activities,
- a record of having such an impairment, or
- being regarded as having such an impairment, but such term does not include current illegal use of or addiction to a controlled substance....

The Florida Fair Housing Act (Fla. Stat. § 760.22) defines the term handicap as follows: (7) "Handicap" means:

- A person has a physical or mental impairment which substantially limits one or more major life activities, or he or she has a record of having, or is regarded as having, such physical or mental impairment; or
- A person has a developmental disability as defined in  
s. 393.063.

## **SECTION FIVE**

### **RULE REGARDING PARTICIPATION IN AND RECORDING OF MEETINGS**

#### **I. Board Meetings Defined**

“Meeting of the Board of Directors” is hereby defined as a quorum of Directors gathered to discuss official Association business. The term “meeting” does not include gatherings of less than a quorum of Directors engaged in fact-finding investigations or legal inquires to be used as a basis to inform the Board of Directors for action to be taken at a “meeting.”

#### **II. Unit Owner Attendance at Meetings**

Every unit owner shall have the right to attend all Board of Directors and membership meetings, as well as the Finance Committee meetings when the committee members are discussing the budget. No person other than a unit owner, or his authorized representative accompanying such unit owner, may be permitted to attend such meetings.

#### **III. Unit Owner Participation at Meetings**

Every unit owner shall have the right to participate in Board of Directors and membership meetings. The following rules may be used at the discretion of the presiding director:

A. Statements by unit owners shall be restricted solely to items designated on the agenda of that meeting. No other statements shall be permitted except as may be authorized by the Board or presiding director. Requests to make statements shall be submitted, in writing, to the presiding director at the commencement of the meeting. The Association may use a sign-up sheet as a means of obtaining written requests to speak.

B. A unit owner will be permitted to speak only in reference to the agenda item specified in the written request except as authorized by the Board. The unit owner’s statement shall not exceed three (3) minutes. The presiding director shall give the floor to any unit owner permitted to speak subsequent to the calling of the agenda item and prior to the discussion and vote of the Board upon the agenda item.

#### IV. Unit Owner Tape Recording or Videotaping of a Meeting

Any unit owner may tape record or videotape a meeting subject to the following rules:

- No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting.
- No equipment shall obstruct any unit owner's view, hearing, or access to the meeting.
- Recording or videotaping equipment must be set up and in a stationary place no less than ten minutes prior to the scheduled commencement of the meeting.
- No extra lighting shall be permitted and no accessory equipment shall be utilized.
- The recording devices must be visible at all times and must be removed immediately following adjournment of the meeting.
- The unit owner or the owner's authorized representative making the recording must be present throughout the period of recording.

#### V. Enforcement of Meeting Rules

A. Any person not authorized by law to attend a meeting shall be prohibited from attending the meeting or ejected therefrom.

B. Any unit owner or authorized representative who fails to comply with these rules shall be subject to ejection at the sole discretion of the presiding director. The director shall give any non-complying person one warning regarding ejection and thereafter may call for immediate ejection.

C. The presiding director of the meeting may appoint a sergeant-at-arms who, at the direction of the director, shall either remove the unit owner or authorized representative or contact a law enforcement representative to remove such person.

- The Board of Directors may take whatever action which is appropriate by law or in equity against any person who fails to comply with these rules.

### **BHC RECORD COPYING AND INSPECTION**

**WHEREAS**, Section 718.111 (12) (c), Florida Statutes (1997) specifically authorizes the Association to adopt reasonable rules regarding the frequency, time, location, notice and manner of inspection of the Association's records; and

**WHEREAS**, the Association's By-Laws authorize the Board of Directors to generally exercise the powers and duties of the Association; and

**WHEREAS**, the Board determines that it is in the best interest of the Association to promulgate and adhere to rules governing document inspection pursuant to the authority of Section 718.111 (12) (c), Florida Statutes (1997).

**NOW THEREFORE**, the Board of Directors of BHC, Inc., hereby establishes the following rules governing the inspection of the official Records of the Association.

**I. RECORDS DEFINED**

The Official Records available for inspection and copying are those designated by Chapter 718, Florida Statutes, of the Florida Condominium Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

**II. RECORDS AVAILABLE**

No records other than those defined above shall be available for inspection or copying.

**III. PERSONS ENTITLED TO INSPECT OR COPY**

No unit owner, or the unit owner's authorized representative (as referenced in Exhibit "A" attached hereto), shall have any right to inspect or copy the records of the Association, except as permitted by law. No other person shall be permitted to inspect or copy the Association records.

**IV. INSPECTION AND COPYING**

A unit owner, or a unit owner's authorized representative, desiring to inspect or copy Association records shall submit a written request therefore to the Manager, or other designee of the Association. The written request must specify the particular records the unit owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to \_\_\_\_\_" and such general requests need not be honored. The form to be utilized for such requests is attached hereto as Exhibit "B".

- A. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted.
- B. A unit owner, or a unit owner's authorized representative, shall not submit more than one (1) written request for inspection or copying of records per calendar month. No written request shall be made for the same records requested in a prior written request within the previous twelve (12) calendar months.

- C. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location within the State of Florida as may be designated by the Association. No unit owner or authorized representative of a unit owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.
- D. Records shall be made available for inspection by the Association on or before the fifth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the unit owner. In addition, this time frame shall be extended in the event the records are too voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the unit owner, by telephone or in writing, that the records are available and of the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. (For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For the purposes herein, "normal business hours" shall be hours the Association office is customarily open, or the hours at the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day.) No unit owner shall be entitled to inspect records more than one "working day" per calendar month.
- E. If, at or subsequent to inspection, a unit owner or a unit owner's authorized representative desires to have a copy of a record, the unit owner shall designate in a separate writing, on a form provided by the Association (see Exhibit "C" attached hereto), which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If there is no copy machine capable of making copies of the designated records at the location where the records are being inspected or stored, then copies of the records shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where official records are kept.

1. **Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver to any place.** In the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated periods, then copies will be made available as soon as practical.

F. A unit owner or a unit owner's authorized representative shall pay the reasonable expense of copying in the event the cost exceeds one dollar (1.00), at the per page rate established from time to time by the Board, which rate shall not exceed the maximum permissible by law, if any, and which shall be twenty-five cents (\$.25) unless otherwise specified by the Board. Payment in advance for the cost of copying shall be required. In the event payment is made in form of a personal check, payment shall be deemed received when such check has cleared the bank. No copy of a record shall be made unless payment for the copy is received. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. The cost of converting such records to written forms shall be in addition to the cost of copying such records, and the unit owner or the unit owner's authorized representative shall pay the reasonable expense of converting such records to written form, which expense shall not be less than the actual cost of making the copy nor more than the highest amount permissible by law.

## **V. MANNER OF INSPECTION**

- A. No written request for inspection or copying shall be made in order to harass any unit owner, resident, or Association agent, officer, director or employee.
- B. For purposes thereof, a unit owner and the unit owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record owner of the unit, said request shall not be recognized by the Association unless and until the record owners of the unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.
- C. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of its personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, shall assign one staff person or officer to assist in the inspection and all requests for further assistance and copying during the inspection shall be directed to that staff person.

D. The Association shall maintain a log sheet (attached hereto as Exhibit "D") which shall include:

- The date of a written request for inspection;
- The name of the requesting party;
- The records which are requested;
- The date of availability of records for inspection or copying;
- The date of actual inspection or copying; and
- The signature of the person inspecting or copying acknowledging receipt of the records. Every person inspecting or receiving copies of the record shall sign said receipt.

## **VI ENFORCEMENT OF INSPECTION AND COPYING RULES**

- A. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
- B. Any requests for inspection and copying not complying with these rules shall not be honored, but the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying within two (2) days after receipt of a non-complying request and shall indicate how the request fails to comply herewith.
- C. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules.
- D. Nothing in these rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.
- E. This resolution shall be effective from the date set forth below until subsequently modified by further Resolution of the Board.

**EXHIBIT "A"**

**AUTHORIZATION TO PERMIT BHC RECORDS INSPECTION**

TO: BHC BOARD OF DIRECTORS

FROM: \_\_\_\_\_, UNIT OWNER

UNIT: \_\_\_\_\_

RE: RECORDS INSPECTION

DATE: \_\_\_\_\_, 20\_\_\_\_

**Pursuant to the Policy contained in "Rules Regarding Records Inspection, " adopted by the Association of January 22, 1999, I hereby authorize the following person or persons to inspect the Official Records of the Association in my stead:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

OWNERS: \_\_\_\_\_

**EXHIBIT “B”**

**REQUEST FOR INSPECTION OF  
BHC ASSOCIATION RECORDS**

TO: BHC BOARD OF DIRECTORS

FROM: \_\_\_\_\_, UNIT OWNER  
OR AUTHORIZED REPRESENTATIVE

RE: REQUEST FOR INSPECTION OF ASSOCIATION'S RECORDS

DATE: \_\_\_\_\_ . 20\_\_\_\_

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**Pursuant to the policy contained in “Rules Regarding Records Inspection,” adopted by the Association on January 22, 1999, I hereby request that the following records of the Association, or portion thereof, be made available for my review. Use separate attachments if necessary.**

Please contact me at \_\_\_\_\_ (list a local telephone number or long distance number where you will accept a collect call) to verify the availability of the requested documents for inspection and a mutually convenient time for said inspection.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Owner or Authorized Representative

**EXHIBIT "C"**

**REQUEST FOR PHOTOCOPYING OF  
BHC OFFICIAL RECORDS**

TO: BHC BOARD OF DIRECTORS

FROM: \_\_\_\_\_, UNIT OWNER OR  
AUTHORIZED REPRESENTATIVE

RE: REQUEST FOR PHOTOCOPYING ASSOCIATION'S RECORDS

DATE: \_\_\_\_\_, 20\_\_\_\_.

**Pursuant to the policy contained in "Rules Regarding Records Inspection," adopted by the Association on January 22, 1999, I hereby request that the following records of the Association, or portion thereof, be photocopied for my review. Use separate attachments if necessary.**

Pursuant to the above-referenced Rule, enclosed herewith is the amount of \$ \_\_\_\_\_, in the form of (specify form of payment) \_\_\_\_\_, as a condition to the Association's photocopying of said records. I understand that if additional funds are necessary to cover actual costs, payment will be made before the records are released. Additionally, if the costs levied by the Association for photocopying are less than tendered herewith, the Association will refund the difference.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Owner or Authorized Representative

## **EXHIBIT “D”**

### **LOG SHEET/BHC RECORDS INSPECTION**

Pursuant to “Rules Regarding Records Inspection,” adopted by the Board of Directors on January 22, 1999, this log sheet shall be utilized by the Association in connection with the inspection of Association records.

1. Name of unit owners for which records access has been requested.

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Unit Number \_\_\_\_\_

2. Date Association received request for inspection or copying. \_\_\_\_\_
3. Person(s) signing records access request.

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Records requested to be inspected. Use separate attachment if necessary.

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4. Date person requesting inspection or copying was notified of availability of such records.

\_\_\_\_\_, 20\_\_\_\_

5. Form of Notification of availability of records:  
( ) Telephone      ( ) Letter      ( ) Other (Specify) \_\_\_\_\_
6. Date person actually inspected or received copies of records.

\_\_\_\_\_, 20\_\_\_\_

ACKNOWLEDGMENT by individual(s) submitting records access request that records were inspected or copies received per request. (Photocopies will not be released until this log is signed.)

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Owner or Authorized Representative  
(All persons signing request must sign log)

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BHC Representative, Title

Date: \_\_\_\_\_

**B.H.C. INC. BOARD  
CERTIFICATE OF APPROVAL**

THIS IS TO CERTIFY THAT:

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Has/have been approved by Beacon House, a non-profit Florida corporation, as the purchaser of the following described property in Collier County, Naples, Florida:

Such approval has been given pursuant to the provisions of the Declaration of Condominium of this condominium.

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BEACON HOUSE CORPORATION

---

President

---

Secretary

(Seal) (Affix)

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STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day personally appeared before me, officers duly authorized to administer oaths and take acknowledgements.

\_\_\_\_ and \_\_\_\_\_  
As representatives of BEACON HOUSE CONDOMINIUM, who executed the foregoing Certificate of Approval and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed as such officers duly authorized and affixed thereto the corporate seal.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

---

NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

Notary Seal \_\_\_\_\_

## **Acknowledgement & Acceptance Agreement for Use of the Second Floor Sundecks**

As you may be aware, during the summer of 2017, Spectrum Contracting stripped, repaired and replaced the sun deck membranes and re-sealed the entire second floor sun decks. What started out as a \$39,000.00 repair and maintenance job ended up costing \$87,000.00 due to numerous maintenance and abuse issues. After completing the work, Dean Forrest of Spectrum Contracting made recommendations for the care, use and maintenance of these second floor sun decks. Non-compliance with these recommendations nullifies the Manufacturers Warranty and will result with the offending homeowner being responsible to pay for repairs to both the sun deck membrane and coating. The recommendations are as follows:

- 1) All furniture should have the manufactures recommended protection at the base of the feet whether it be rubber, plastic, or other soft material. There should be no metal or sharp-edged material resting on the sun deck membrane.
- 2) All flowerpots, plant or fern containers should be elevated off the sun deck floor so water from rain or condensation can pass under the containers to allow the roof membrane to stay dry. See Maintenance Supervisor for recommended approved trays.
- 3) Outdoor carpeting, rugs or coverings hold onto moisture and promote the growth of mold. No carpeting, rugs or coverings of any nature are allowed to sit on the sun deck membrane. BHC Rules and Regulations prohibit the use of carpet on sundeck surfaces. If mold should occur for whatever reason, please inform the maintenance supervisor as it has to be cleaned with very mild detergents to protect the roof coating, membrane and warranty.
- 4) No glass top tables of any nature are permitted on the second floor sun decks.
- 5) Sun deck umbrellas are permitted provided there is no metal coming in contact with the roof coating and membrane. Metal in contact with the roof membrane will eventually cause rust and nullify the manufacturer's warranty. Excess weight of the base for an umbrella may cause damage to the sun deck membrane. If this occurs the homeowner will be responsible to cover the cost of repair and replacement of the sun deck membrane. Small personal umbrellas that attach to patio furniture are recommended.
- 6) Any fabric or material, either for decoration or windbreak, attached to the sundeck railings is prohibited.
- 7) All items including but not limited to furniture must be removed from the sundecks when the owner is not in residence.

As a second floor homeowner you agree to willingly co-operate with the Spectrum Contracting "Recommendations for Care and Use of the Second Floor Sundecks" as non-compliance nullifies the manufacturer's warranty. Non-compliance with these recommendations will result in the offending homeowner being responsible to pay to repair all to both the roof coating and membrane.

**Homeowner Unit # \_\_\_\_\_ . Date:**

**Homeowner Acknowledgement of having received and read these Requirements.**

**Homeowner Name: \_\_\_\_\_ .**

**Signature : \_\_\_\_\_ .**

